

Master Agreement Products and Services



Agreement No. 00342469.0

This Master Agreement ("**Agreement**") is between **Hillsborough County Aviation Authority ("Customer")** with its main offices located at 5411 Skycenter Drive, Tampa, FL, 33607 and **Environmental Systems Research Institute, Inc. ("Esri")**, a California corporation with a place of business at 380 New York Street, Redlands, California 92373-8100 USA.

This Agreement is the sole and entire agreement of the parties as to the subject matter of this Agreement and supersedes any previous agreements, understandings, and arrangements relating to such subject matter. Neither party has relied on any statement, representation, or warranty not expressly stated in this Agreement. This Agreement comprises this signature page, the terms and conditions that begin on the following page, and all referenced attachments. Except for Product or Service descriptions, quantities, pricing, and delivery instructions, or as agreed in an Ordering Document signed by both parties, all terms included in any Ordering Document are void and of no effect. Any modification(s) or amendment(s) to this Agreement must be in writing and signed by both parties.

The parties may sign this Agreement in counterparts or via electronic signatures; such execution is valid even if an original paper document bearing both parties' original signatures is not delivered. This Agreement is effective on November 22, 2025.

The authorized representatives of each party accept and agree to the terms of this Agreement by signing below. The undersigned representative of Esri hereby confirms to Customer that Esri is an organization in good standing in its state of registration, that it is authorized to do business in the State of Florida, and that the undersigned representative is authorized and empowered to bind the organization to the terms of this Agreement by his or her signature thereto, and to the best of the current knowledge of the undersigned Esri representative at the time of execution of this Agreement, neither Esri, its officers or any holders of more than five percent (5%) of the voting stock of Esri have been found in violation of Florida Statute Section 287.133, concerning Criminal Activity on Addendum with Public Entities.

Attachments:

Attachments are attached to this Agreement and are hereby incorporated and made a part of this Agreement. The Parties may mutually agree to modify the Attachments as needed, and such modifications shall be made in writing via a formal amendment to this Agreement.

- Attachment A – Glossary of Terms
- Attachment B – General Terms and Conditions
- Attachment C – Product-Specific Terms of Use
- Attachment D – Sample Task Order
- Attachment E – Time and Materials Rate Schedule
- Attachment F – Customer Policy P412, Travel, Business Development and Working Meals Expenses
- Attachment G – Supplemental Provisions
- Attachment H – Esri Security Addendum
- Attachment I – Data Processing Addendum
- Attachment J – Scrutinized Company Certification
- Attachment K – Affidavit of Compliance with Anti-Human Trafficking Laws
- Attachment L - Customer Standard Procedure S250.06, Contractual Insurance Terms and Conditions

Customer Contact Information

Contact: Michael R. Scott

Telephone: (813) 614-6747

Address: P.O. Box 22287

Fax: N/A

City, State, ZIP: Tampa, FL 33622

Email: MScott@TampaAirport.com

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IN WITNESS WHEREOF, the parties hereto have set their hands and corporate seals on this 4th day of December 2025.

HILLSBOROUGH COUNTY AVIATION AUTHORITY

ATTEST: _____
Harry Cohen, Asst. Secretary/Asst. Treasurer

BY: _____
Aurther F. Diehl III, Chairman

Address: PO Box 22287
Tampa FL

Address: PO Box 22287
Tampa FL

WITNESS: _____
Signature

Printed Name

Approved as to form for legal sufficiency:

BY: _____
David Scott Knight, Assistant General Counsel

HILLSBOROUGH COUNTY AVIATION AUTHORITY

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of physical presence or online authorization, this ____ day of December 2025, by Arthur F. Diehl III, in the capacity of Chairman, and by Harry Cohen in the capacity of Asst. Secretary/Asst. Treasurer, for Hillsborough County Aviation Authority, a public body corporate under the laws of the State of Florida, on its behalf.

Stamp or Seal of Notary

Signature of Notary

Printed Name

Date Notary Commission Expires (if not on stamp or seal)

**ENVIRONMENTAL SYSTEMS RESEARCH
INSTITUTE, INC.**

Signed in the Presence of:

BY:

Signature

Witness

Title

Printed Name

Printed Name

380 New York Street

Printed Address

Redlands, CA 92373

City/State/Zip



ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2025, by _____ as

(Name of person)

_____, for Environmental Systems Research Institute, Inc.

(type of authority)

(name of party on behalf of whom contract was executed)

Stamp or Seal of Notary

Signature of Notary

Print, Type, or Stamp Commissioned Name of Notary

Personally Known OR Produced Identification

Type of Identification Produced

Attachment A contains definitions of capitalized terms used throughout this Agreement. Each section of this Agreement may include additional definitions that are used exclusively within that section.

1.0 GENERAL GRANT OF RIGHTS AND RESTRICTIONS

1.1 Grant of Rights. In consideration of Customer's payment of all applicable fees and in accordance with this Agreement, Esri shall:

- a. Provide Services as set forth in this Agreement;
- b. Grant Customer a nonexclusive, nontransferable right and license or subscription to access and use Esri Offerings as set forth in the Specifications and applicable Ordering Documents; and
- c. Authorizes Customer to copy and make derivative works of the Documentation for Customer's own internal use in conjunction with Customer's authorized use of Esri Offerings. Customer will include the following copyright attribution notice acknowledging the proprietary rights of Esri and its licensors in any derivative work:

"Portions of this document include intellectual property of Esri and its licensors and are used under license. Copyright © [*Customer will insert the actual copyright date(s) from the source materials.*] Esri and its licensors. All rights reserved."

The grants of rights in this section (i) continue for the duration of the subscription or applicable Term or perpetually if no Term is applicable or identified in the Ordering Documents and (ii) are subject to additional rights and restrictions in this Agreement including Attachment B.

1.2 Consultant or Contractor Access. Customer may authorize its consultants or contractors to (i) host Esri Offerings for Customer's benefit and (ii) use Esri Offerings exclusively for Customer's benefit. Customer will be solely responsible for its consultants' and contractors' compliance with this Agreement and will ensure that each consultant or contractor discontinues use of Esri Offerings upon completion of work for Customer. Access to or use of Esri Offerings by consultants or contractors that is not exclusively for Customer's benefit is prohibited.

1.3 Reservation of Rights. All Esri Offerings are the copyrighted works of Esri or its licensors; all rights not specifically granted in this Agreement are reserved.

2.0 SOFTWARE AND ONLINE SERVICES

2.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Anonymous Users"** means all who have public access (i.e., without having to provide a Named User Credential) to any part of Customer Content or Customer's Value-Added Applications.
- b. **"App Login Credential(s)"** means a system-generated application login and associated password, provided when registering a Value-Added Application with Online Services, which when embedded in a Value-Added Application allows the Value-Added Application to access and use Online Services.
- c. **"Commercial App Deployment License"** means a license to distribute Value-Added Applications to third parties for a fee.
- d. **"Concurrent Use License"** means a license to install and use Software on computer(s) on a network, provided that the number of simultaneous users may not exceed the number of licenses acquired. A Concurrent Use License includes the right to run passive failover instances of Concurrent Use License management software in a separate operating system environment for temporary failover support.
- e. **"Deployment License"** means a license to incorporate ArcGIS Runtime components in Value-Added Applications and distribute Value-Added Applications to Customer's end users.
- f. **"Deployment Server License"** means a license to use Software under a Server License for all uses permitted in this Agreement and as described in the Documentation.
- g. **"Development Server License"** means a license to use Software under a Server License only to build and test Value-Added Applications as described in the Documentation.
- h. **"Development Use"** means the right to install and use Products to build and test Value-Added Applications as described in the Documentation.
- i. **"Failover License"** means a license to install Software on redundant systems for failover operations, but the redundantly installed Software may be operational only during the period the primary site is nonoperational.

Except for system maintenance and updating of databases, the redundant Software installation(s) will remain dormant while the primary site (or any other redundant site) is operational.

- j. **"Named User(s)"** is Customer's employee, agent, consultant, or contractor to whom Customer has assigned a unique, secure login credential (identity) enabling access to a Product that requires such identity in order to access identity-managed capabilities within a Product for Customer's exclusive benefit. For educational use, Named Users may include registered students.
- k. **"Named User Credential(s)"** means an individual person's login and associated password enabling that person to access and use Products.
- l. **"Named User License"** means the right for a single Named User to use a specific Esri Offering.
- m. **"Online Services Subscription"** means a limited-term subscription conveying the right for one or more Named Users to access and use Online Services.
- n. **"Redistribution License"** means a license to reproduce and distribute Software provided that
 1. Customer reproduces and distributes the Software in its entirety;
 2. A license agreement that protects the Software to the same extent as this Agreement accompanies each copy of the Software, and the recipient agrees to the terms and conditions of the license agreement;
 3. Customer reproduces all copyright and trademark attributions and notices; and
 4. Customer does not charge a fee to others for the use of the Software.
- o. **"Server License"** means a license to install and use Software on any computer being used as a server. Server Licenses may be subject to a limited number of server cores or distributed deployment on multiple servers as described in the Ordering Documents or Documentation. If the Software description includes failover use rights, each Server License includes a Failover License.
- p. **"Sharing Tools"** means publishing capabilities included with Customer's authorized use of Online Services or ArcGIS Enterprise that allow Customer to make Customer Content and Value-Added Applications available to third parties or Anonymous Users.
- q. **"Single Use License"** means a license for a single authorized end user to install and use Software on a single computer. The single authorized end user may also install a second copy for the end user's exclusive use on a second computer as long as only 1 copy of Software is in use at any time. No other end user may use Software under the same license at the same time for any other purpose.
- r. **"Staging Server License"** means a license to use Software under a Server License to build and test Value-Added Applications and map caches; conduct user acceptance, performance, and load testing of other third-party software; stage new commercial data updates; and conduct training activities as described in the Documentation. Customer may use Value-Added Applications and map caches with Development and Deployment Server Licenses.

2.2 License and Subscription Types. Esri provides Products under one or more of the license or subscription types identified in the definitions above. The Documentation and Ordering Documents identify which license or subscription type(s) applies to the ordered Products.

2.3 Software Terms of Use

- a. Customer may
 1. Install, access, or store Software and Data on electronic storage device(s);
 2. Make archival copies and routine computer backups;
 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed Customer's licensed quantity; thereafter, Customer will not use more Software in the aggregate than Customer's total licensed quantity. This concurrent use right does not apply to Software licensed for Development Use.
 4. Move Software in the licensed configuration to a replacement computer;
 5. Distribute Software and any associated Authorization Codes required for use of a Deployment License to third parties; and
 6. Governmental or not-for-profit organizations that operate a website or offer Internet services may use server Software for revenue-generating purposes on a cost-recovery basis and not for profit.

- b. Customer may customize Software using any macro or scripting language, APIs, or source or object code libraries but only to the extent that such customization is described in the Documentation.
- c. Customer may use all fonts provided with Software for any authorized use of the Software. Customer may also use Esri fonts separately to print any output created by the Software. Any use restrictions for third-party fonts included with the Software are set forth in the font file itself.
- d. Esri publishes Product-Specific Software Terms of Use at <http://www.esri.com/legal/scope-of-use>. A copy of Esri's current Product-Specific Terms of Use can be found in [Attachment C](#).

2.4 Online Services Terms of Use

- a. **Online Services Descriptions.** Esri publishes Online Services Subscription-specific Terms of Use at <http://www.esri.com/legal/scope-of-use>. A copy of Esri's current Product-Specific Terms of Use can be found in [Attachment C](#). Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#). Use of Online Services is also subject to the Cloud Services terms found in [Attachment B](#).
- b. **Modifications of Online Services.** Esri may change Online Services and associated APIs at any time, subject to 30 days' notice of material changes and 90 days' notice for deprecations. If any modification, discontinuation, or deprecation of Online Services causes a material, adverse impact to Customer's operations, Esri may, at its discretion, attempt to repair, correct, or provide a workaround for Online Services. If a viable solution is not commercially reasonable, Customer may cancel its subscription to Online Services, and Esri will issue a prorated refund.
- c. **Sharing Customer Content.** Sharing Customer Content using Sharing Tools enables third parties to use, store, cache, copy, reproduce, (re)distribute, and (re)transmit Customer Content through Online Services. Esri is not responsible for any loss, deletion, modification, or disclosure of Customer Content resulting from use or misuse of Sharing Tools. Customer's use of Sharing Tools is at Customer's sole risk.

2.5 Named User Licenses. Except as expressly set forth in this Agreement, the following terms apply to Software and Online Services for which Customer acquires Named User Licenses.

a. Named Users

1. Named User login credentials are for designated users only and may not be shared with other individuals.
2. Customer may reassign a Named User License to another user if the former user no longer requires access to the Software or Online Services.
3. Customer may not add third parties as Named Users, other than third parties included within the definition of Named Users.

b. Value-Added Applications

1. Customer is responsible for the development, operation, and technical support of Customer Content and Value-Added Applications.
2. Customer may not embed a Named User Credential into Value-Added Applications. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
3. Customer may embed an App Login Credential into Value-Added Applications that provide access by Anonymous Users to services, or Content that has been published for shared access by Anonymous Users through the use of Sharing Tools.
4. Customer may not embed an App Login Credential into Value-Added Applications that enables access to Customer Content that is not publicly shared through the use of Sharing Tools. Value-Added Applications that enable access to Customer Content that is not publicly shared through the use of Sharing Tools must require individual users to log in to the application(s) with their unique Named User login credentials.
5. Customer may not provide a third party, other than third parties included within the definition of Named Users, with access to Software or Online Services, other than through Customer's Value-Added Application(s).
6. Customer may transfer Value-Added Applications to any third party for use in conjunction with the third party's own Software license or Online Services Subscription.

- c. **Anonymous Users.** Anonymous Users may only access Software or Online Services through Value-Added Applications that provide access to services, content, or data that has been published for shared access through the use of Sharing Tools included with Customer's authorized use of Software or Online Services.

2.6 Limited-Use Programs

- a. **Trial, Evaluation, and Beta Programs.** Products acquired under a trial, evaluation, or Beta program are licensed for evaluation and testing purposes only and not for commercial use. Any such use is at Customer's own risk, and the Products do not qualify for Maintenance. If Customer does not convert to a purchased license or subscription prior to the expiration of the trial, evaluation, or Beta license, Customer may lose any Customer Content and customizations made during the license term. If Customer does not wish to purchase a license or subscription, Customer should export such Customer Content before the license expires.
- b. **Educational Programs.** Customer agrees to use Products provided under an educational program solely for educational purposes during the educational use Term. Customer shall not use Products for any Administrative Use unless Customer has acquired an Administrative Use license. "Administrative Use" means administrative activities that are not directly related to instruction or education, such as asset mapping, facilities management, demographic analysis, routing, campus safety, and accessibility analysis. Customer shall not use Products for revenue-generating or for-profit purposes.
- c. **Grant Programs.** Customer may use Products provided under a grant program for noncommercial purposes only. Except for cost recovery of using and operating the Products, Customer shall not use Products for revenue-generating or for-profit purposes.
- d. **Other Esri Limited-Use Programs.** If Customer acquires Products under any limited-use program not listed above, Customer's use of the Products may be subject to the terms set forth in the applicable launching page or enrollment form or as described on Esri's website in addition to the nonconflicting terms of this Agreement.

3.0 DATA

3.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Business Listing Data"** means any dataset that includes a list of businesses and may include other associated business attributes.
- b. **"Esri Content Package(s)"** means a digital file containing Online Services basemap Data extracted from the Online Services.
- c. **"Street Data"** means Data that includes or depicts information about roads, streets, and related features.

3.2 Permitted Uses

- a. Unless otherwise authorized in writing, Customer may only use Data with the Products for which Esri has provided the Data.
- b. Subject to the restrictions set forth in this Agreement and provided that Customer affixes an attribution statement to the Data representations acknowledging Esri or its applicable licensor(s) as the source of the portion(s) of the Data used for the Data representation, Customer may:
 - 1. Create representations of Data in hard-copy or static, electronic format (e.g., PDF, GIF, JPEG, HTML); in ArcGIS Web Maps; or in Esri Story Maps apps for the purposes of visualizing Data (including basic interactions such as panning, zooming, and identifying map features with simple pop-ups); and
 - 2. Use and include such representations of Data in presentation packages, marketing studies, or other reports or documents containing map images or data summaries derived from the use of Esri Products to third parties.
- c. Customer may take Online Services basemaps offline through Esri Content Packages and subsequently deliver and/or transfer them to any device for use with licensed ArcGIS Runtime applications and ArcGIS Desktop. Customer may not otherwise scrape, download, or store Data.

- d. Customer may make any internal use of geocoded results that are obtained and stored in compliance with this Agreement. Customer may not redistribute geocoded results except to (i) use and/or display on a map in connection with Customer's public, non-revenue generating website(s), or (ii) permit access to third-parties for the purposes of Customer's business, or (iii) deliver to third parties, on a noncommercial/non-revenue generating basis, static results, static output or static base map renderings.
- e. Esri does not acquire any rights in Customer Content under this Agreement.

3.3 Use Restrictions

- a. Customer may not act directly or authorize its customers to cobrand Data, use Data in any unauthorized service or product, or offer Data through or on behalf of any third party.
- b. Customer may not use or allow third parties to use Data, for the purpose of compiling, enhancing, verifying, supplementing, adding to, or deleting from compilation of information that is sold, rented, published, furnished, or in any manner provided to a third party.
- c. **Business Listing Data.** Unless authorized in writing, Customer may not use Business Listing Data for any direct marketing purposes, resale publication, or distribution to any third party as part of any mailing list, directory, classified advertising, or other compilation of information.
- d. **Street Data.** Customer may use Street Data for mapping, geocoding, routing, and transportation network analysis purposes. Unless otherwise authorized in writing, Customer may not use Street Data for:
 - 1. Real-time navigational guidance, including alerting a user about upcoming maneuvers, such as warning of an upcoming turn or calculating an alternate route if a turn is missed;
 - 2. Synchronized multivehicle routing; or
 - 3. Synchronized route optimization.
- e. **Business Analyst Data.** Customer may cache Data provided with ArcGIS Business Analyst Mobile App on a mobile device for use in conjunction with its use of ArcGIS Business Analyst Server. Customer may not otherwise cache or download such Data.
- f. **Partial Dataset Licenses:** If Customer orders a subset of a dataset (e.g., a country, region, state, or local portion of a global database), Customer may use only the licensed subset, not any other portion of the full dataset.
- g. **Michael Bauer Research International Boundaries Data ("MBR Data").** Customer's right to use data downloaded to Customer's premises (e.g., MBR Data stored in ArcGIS Enterprise, ArcGIS Desktop) terminates 2 years after download.

3.4 Supplemental Terms and Conditions for Data. Certain Data licensors require Esri to flow down additional attribution requirements and terms of use to Customer. These terms supplement and amend the terms of this Agreement and are available at www.esri.com/legal/third-party-data.

4.0 MAINTENANCE

4.1 US Customers. Esri will provide Maintenance for Software and Online Services in accordance with the Esri Maintenance and Support Program and this Agreement if Customer is in the United States.

4.2 Customers outside the United States. Customer may obtain maintenance services from their local Esri distributor under the distributor's own standard support policy.

5.0 PROFESSIONAL SERVICES

5.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Invention(s)"** means a patentable invention, discovery, innovation, or improvement, excluding Deliverables, relating to the subject matter of a Task Order.
- b. **"Inventor(s)"** means a party's principal, employee, consultant, or independent contractor that solely or jointly develops Inventions during Esri's performance under a Task Order.

- c. **"Professional Service Package(s)"** means a predefined unit of Professional Services, including travel-related expenses, provided at a firm fixed price.

5.2 Permitted Uses. Customer may use, copy, and modify Deliverables solely in conjunction with Customer's authorized use of Products.

5.3 Task Orders and Project Schedule

- a. Prior to the onset of any Professional Services to be performed, Esri and Customer will outline as shown in Attachment D:
1. For Fixed Firm Price Task Orders:
 - each task involved
 - establish a schedule for completing each task,
 2. For Time and Materials Task Orders:
 - Detail the associated costs
 - the labor category of Esri's Personnel that will be assigned to the task in a Task Order.

The Task Order schedule may go beyond the termination date of this Agreement if necessary to complete the Task Order tasks. Esri will use reasonable efforts to ensure that each task in the Task Order is completed on budget and on time according to the agreed upon work schedule.

- b. Esri will only begin Professional Services upon execution of the Task Order by Esri and Customer. All such Professional Services will be executed under the applicable conditions of this Agreement. No Professional Services will be paid for unless authorized by written Task Order prior to the performance of such Professional Services.
- c. Upon agreement between Customer and Esri to the Professional Services of the Task Order, both Parties will execute the Task Order and Customer will issue a purchase order to Esri to perform the specific items agreed to under the Task Order. The Customer's Vice President of Information Technology Services or designee will have the authority to execute any Task Order on behalf of the Customer consistent with the terms of this Agreement. No Professional Services will be initiated by Esri until Esri receives the Purchase Order which will include the final agreed upon Task Order.
- d. Task Orders may have the format shown in Attachment D.
- e. Each party will identify, in writing, the project manager who is responsible for Professional Services and Deliverables described in Task Orders. By written notice to the other party's technical administrator, either party may replace the project manager at any time with a similarly qualified person.
- f. Other than pricing and descriptions of Professional Services to be performed, terms and conditions in a Task Order are not binding unless both parties have signed the Task Order. The terms of a signed Task Order take precedence over conflicting terms in this Agreement.
- g. Attachment F applies to this Section 5.3.

5.4 Ownership of Deliverables and Inventions

- a. Esri or its licensors own and retain ownership of Deliverables.
- b. Each party will retain title to any Inventions made or conceived solely by its Inventors during the term of this Agreement, including, but not limited to, such Inventions that Esri's Inventors solely make or conceive while providing technical assistance pursuant to this Agreement. The parties will jointly own any Inventions made or conceived jointly by Inventors from both parties.
- c. The parties will negotiate in good faith and cooperate reasonably in (i) deciding whether or not to seek or maintain, or to continue to seek or maintain, patent protection in any country on any Invention and the extent and scope of such protection and (ii) protecting and enforcing any patents issued on such Invention.

5.5 Acceptance

- a. **For Firm Fixed Price Task Orders.** Customer will complete its acceptance review within 10 working days of receiving each Deliverable and classify the Deliverables as follows:
1. "**DELIVERABLE ACCEPTED**" means a Deliverable conforming to the applicable Task Order with no more than minor nonconformities.
 2. "**DELIVERABLE ACCEPTED WITH REWORK**" means a Deliverable substantially conforming to the applicable Task Order but having a significant number of identified nonconformities and accepted subject to rework by Esri. Esri will rework the Deliverable for the identified nonconformities and resubmit it within 30 days. Customer will rerun its acceptance review for the nonconformities detected in the initial review within 10 working days of such resubmission and will reclassify the Deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.
 3. "**DELIVERABLE REJECTED**" means a Deliverable that fails to substantially conform to applicable Task Order(s). Esri will rework the Deliverable and resubmit it to Customer within 30 days, at which time Customer will have 10 working days to rerun its acceptance review and reclassify the deliverable as either DELIVERABLE ACCEPTED or DELIVERABLE REJECTED.

Customer may not use any Deliverable in its business operations before acceptance as described in a.1 or a.2. If Customer does not notify Esri in writing within 10 working days after delivery that it has classified the Deliverable as ACCEPTED WITH REWORK or REJECTED in accordance with a.2 or a.3, or if Customer uses the Deliverable in its business operations, the Deliverable will be deemed, as of the first of either of these events to occur, to have been accepted.

- b. **For Task Orders with Professional Service Packages.** Professional Services that Esri performs under Professional Service Packages will be deemed accepted unless Customer notifies Esri within 10 days after performance. Customer may purchase additional Professional Service Packages as needed to complete Customer's work requirements.
- c. **For Time and Materials Task Orders.** Professional Services are provided strictly on a time and materials basis subject to the Task Order not-to-exceed funding limit. The Professional Services provided will be deemed accepted and in compliance with the professional and technical standards of the software industry unless Customer notifies Esri within 10 days after performance. Deliverables produced under a time and materials Task Order will not be subject to acceptance testing.

5.6 Warranty for Deliverables. Esri warrants to Customer that firm fixed price Deliverables materially comply with Specifications for a period of 90 days from acceptance, subject to the limitations and disclaimers of liability set forth in the "Limited Warranties and Disclaimers" section of [Attachment B](#).

5.7 Changes. The parties may make changes within the general scope of a Task Order by mutual agreement. To document any agreed-to scope changes within the general scope of the Task Order that affects the cost or time required to provide a Deliverable, the parties will jointly sign a written amendment to the Task Order that includes an equitable adjustment in the price, schedule, or both.

5.8 Customer Termination for Convenience. Customer may terminate any Task Order at any time upon 30 days' written notice to Esri and upon payment to Esri of all amounts due to date pursuant to this Agreement, including reasonable expenses incurred as a direct result of the termination and the pro rata contract price for the Task Orders affected.

5.9 Payment; Invoices

- a. **For Firm Fixed Price Task Orders.** Unless otherwise specified in a Task Order, Esri will prepare and submit monthly invoices based on the percentage of completion for each Deliverable as of the end of the preceding month. Upon acceptance of all Deliverables under a Task Order, the unpaid balance of the total Task Order value is due.
- b. **For Professional Service Packages.** Esri will submit an invoice for Professional Service Packages on receipt of an agreed-upon Task Order. Esri may, at its sole discretion, stop work to avoid exceeding the total labor

hours or number of days allotted in the applicable Professional Service Package description set forth in the applicable scope of work. Professional Service Packages expire if not used within 12 months of the Esri invoice date.

c. **For Time and Materials Task Orders**

1. Esri will submit to Customer written monthly invoices to the Customer address provided in the Task Order. The invoices will include the payment due for work performed, including travel time, and any other direct costs (ODCs) incurred as authorized under a Task Order. The amount invoiced for labor will be equal to the number of hours expended during the previous month, multiplied by the applicable labor rates. Esri will invoice pre-approved travel related expenses on a per diem basis in accordance with Customer Policy P412, Travel, Business Development and Working Meals Expenses as shown in Attachment F. Esri and Customer may include hourly labor rates in this Agreement; if the parties elect to do so, Attachment E will identify the hourly labor rates for each labor category. Esri may change hourly labor rates for Services; any increase in the first 5 years will not exceed 5 percent per year. Esri will invoice ODCs, per Attachment E, including travel-related expenses incurred.
2. Esri may reallocate the budget between activities, labor categories, and ODCs as necessary to facilitate the work effort, provided the overall price is not exceeded. If Esri reaches the funded not-to-exceed Task Order value and the activities are not completed, Customer may increase the order funding to allow additional work to be performed, or Esri may stop work without further obligation or liability.

5.10 System and Data Access. Each Task Order will specify any requirement for Customer to give Esri Personnel access to Customer's systems or data.

6.0 ESRI MANAGED CLOUD SERVICES

6.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"EMCS Environment"** means the hardware, Software, Data, and network platform that Esri or its third-party supplier provides as part of Esri Managed Cloud Services (EMCS).
- b. **"Hosting"** means the business of housing and making accessible Customer Content via the Internet.

6.2 Provision of EMCS

- a. **General Terms.** Use of EMCS is subject to the Cloud Services terms found in Attachment B of this Agreement.
- b. **Requirements Planning.** It is Customer's responsibility to plan for and address with Esri changes to Customer's requirements, such as the need for additional capacity, the update of an application or dataset, or increased level of system availability.
- c. **Compensation and Expenses.** Esri will invoice Customer for the one-time setup fee upon Task Order execution. Thereafter, Esri will invoice Customer monthly for the EMCS to be provided the following month. Customer will pay invoices within 30 days of receipt. Customer is responsible for any shipping or temporary storage costs incurred during the delivery of Customer Content to Esri or removal of Customer Content from the EMCS Environment. This paragraph does not apply to EMCS provided under the Advantage Program (see the section entitled "Advantage Program" in this Agreement).
- d. **Risk of Loss.** Risk of loss for all Customer Content shall at all times remain with Customer, and it is Customer's sole responsibility to maintain regular backups of Customer Content. Risk of loss for the EMCS Environment shall at all times remain with Esri.
- e. **Personally Identifiable Information.** Prior to providing any Customer Content under this Agreement, Customer shall notify Esri if Customer Content includes personally identifiable information.
- f. **Public Software.** Customer may not use, and may not authorize its end users or contractors to combine or use any Esri Offerings with any software (including any underlying dependencies), documentation, or other material distributed under an open source or other similar licensing or distribution model that requires as a condition of such model that any component of the Esri Offering to be (1) disclosed or distributed in source code form, (2) made available free of charge to third parties, or (3) modifiable without restriction by third parties.
- g. **Monitoring.** Customer will provide information and other materials related to its Customer Content as reasonably requested by Esri or its Hosting partner to verify Esri's or Customer's compliance with this

Agreement. Esri or its Hosting partner, as applicable, may browse, index, or otherwise monitor the external interfaces of any Customer Content solely for the purpose of verifying compliance with this Agreement.

7.0 TRAINING

7.1 Definitions. The following definitions supplement the definitions provided in [Attachment A](#):

- a. **"Customer-Supplied Training Data"** means any digital dataset(s) including, but not limited to, geographic vector data, coordinates, raster data reports, or associated tabular attributes supplied by Customer for use in training.
- b. **"Esri Academy LMS Integration Subscription"** means an optional term-limited subscription to Esri Academy enabling a specific number of unique Customer student(s) access to Self-Paced E-Learning through the Customer's LMS.
- c. **"Esri E-Learning Content (SCORM Format) License"** means an optional term-limited license that provides Esri customers with Esri's e-learning content in SCORM (Shareable Content Object Reference Model) format to import into their LMS.
- d. **"Esri Mobile Lab"** means a service in which Esri will deliver and set up a training environment at the Customer's site for use in conjunction with scheduled Esri Training Events only. The Esri Mobile Lab will include certain hardware, software, power cords, and network switches necessary for the instructor to set up the environment.
- e. **"Esri Training Event(s)"** means an Esri site class, Esri instructor-led online class, a Customer site/private class, workshop, or coaching services.
- f. **"Esri Training Representative"** means Customer's primary Esri liaison in organizing private Esri Training Events.
- g. **"Student(s)"** means a Customer employee or agent who is a registered participant in a specific Esri Training Event or Training-related services. If Customer is an individual, then Student means Customer.
- h. **"Training Pass"** means a nonrefundable, nontransferable block of prepaid training days with a fixed price per day training price throughout the Term of the Training Pass.
- i. **"Esri Mobile Router"** means a service in which Esri will deliver and setup a mobile router at the Customer's site for use in conjunction with a scheduled Esri Training Event only. The mobile router provides high-speed wireless internet access needed to run the Esri Training Event.
- j. **"Learning Management System" or "LMS"** shall mean third-party software acquired separately by Customer that allows Customer to consume E-Learning Content (SCORM Format) for the purpose of reserving it to the Customer's internal employees.

7.2 Permitted and Prohibited Uses

- a. Esri provides Training Materials for Training purposes only and for the exclusive use of the Student who attends the Training course for which the Training Materials are provided.
- b. Customer may reproduce copies of Training Materials for registered Students.
- c. Customer may not and may not permit any Student to (i) separate the component parts of Training Materials for any use or (ii) use audio or video recording equipment during an Esri Training Event.
- d. Esri may issue temporary Product authorizations if Customer has an insufficient number of Products available for Training. Customer may use such Products as Training Materials under the terms of this Agreement. Customer will uninstall all deployed Products and return any media provided by Esri upon conclusion of the Esri Training Event.
- e. Customer will retain ownership of any Customer-Supplied Training Data.

7.3 Esri's Responsibilities

Esri will:

- a. Provide an instructor qualified to conduct Training;
- b. Provide all necessary Training Materials for Student; and
- c. Confirm Esri Training Events approximately 10 business days prior to the scheduled start date. Esri will only confirm Student registrations that include a payment method. Registrations without a confirmed payment method are placed on the reservation waiting list. All reservations on the waiting list are subject to availability.

Customer site/Private class and coaching services confirmation is also dependent on receipt of the completed Customer site training request form.

7.4 Customer's Responsibilities

Customer will:

- a. Ensure that all Students have received confirmation from Esri to participate in an Esri Training Event. Esri reserves the right to disconnect any Student who permits unregistered student access to an online classroom Esri Training Event. In such case, the full Esri Training Event fee will be invoiced and payable;
- b. Ensure that all Students meet the minimum prerequisites for the applicable Esri Training Event as listed on Esri's training website;
- c. Submit Student registrations with payment method information at least 15 business days before the scheduled start date;
- d. Provide the Esri Training Representative with a list of names and email addresses of any Students who are to attend an Esri Training Event at least 3 business days before the scheduled start date, for compliance with the US embargoed country lists and the various US Government Lists of Parties of Concern or Specially Designated Nationals lists;
- e. For classes held at the Customer-designated facility, complete a client-site training request form; consult with Esri personnel to determine classroom, computer, and network requirements; and provide all such required classrooms, computers, and network access;
- f. Ensure that Student use of Training Materials provided by Esri complies with the terms of this Agreement; and
- g. Assume full liability and responsibility for Student attending Training course(s) under this Agreement.
- h. If the Esri Mobile Lab or Mobile Router is used, Customer will
 1. Take delivery of the Esri Mobile Lab or Esri Mobile Router from the shipping agent, and keep it in a secure, locked area at all times;
 2. Immediately report any previously damaged Esri Mobile Lab or Esri Mobile Router equipment to the Esri Training Representative upon receipt of the shipment; and
 3. Be financially responsible for loss of, damage to, or theft of Esri Mobile Lab or Esri Mobile Router equipment while in Customer's possession.

7.5 Student Registration and Training Event Change Policy

- a. Customer will provide advance written notice to Esri Customer Service at service@esri.com to reschedule or cancel any Esri Training Event or to substitute a student in a scheduled Esri Training Event.
- b. A replacement Student must be from the same Customer organization as the Student being replaced.
- c. If Customer reschedules an Esri Training Event three or fewer days before the scheduled start date, Esri will charge Customer 50 percent of the fee plus the cost of the rescheduled Esri Training Event.
- d. If Customer (i) cancels an Esri Training Event 3 or fewer days before the scheduled start date without concurrently rescheduling or (ii) is absent without notice from the Esri Training Event, Customer will be liable for the full Esri Training Event fee.
- e. If cancellation of an Esri Training Event is necessary due to causes beyond the party's reasonable control, the affected party may reschedule or cancel the Esri Training Event without incurring any liability.
- f. *Termination of Agreement.* Students who are currently registered for an Esri Training Event as of the date of termination of this Agreement may attend the scheduled Esri Training Event, subject to the terms and conditions of this Agreement.

7.6 Invoicing; Prepaid Fees

- a. Esri will invoice Customer upon completion of the Esri Training Event or on purchase of a Training Pass. On Customer request, Esri will invoice in advance for an Esri Training Event.
- b. If Customer is invoiced and pays that invoice prior to the scheduled Esri Training Event, then Customer has 1 year from the date of the invoice to consume training days. For a multiyear order, training days must be consumed by the end date specified on the Esri quotation. Thereafter, all prepaid fees are forfeited.
- c. Training Pass redemption rates are described at <https://www.esri.com/training/training-for-organizations/>.

This paragraph 7.6 does not apply to Training provided under the Advantage Program.

7.7 Availability and General Provision of Wireless Service

- a. Esri will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to wireless service interruptions or unavailability.

7.8 Esri E-Learning in the Customer's Learning Management System – Reserved.

8.0 ADVANTAGE PROGRAM

8.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Activity Description"** means a mutually agreed upon written statement that confirms the number of Learning and Services Credits that Esri estimates is required to perform an activity and authorizes Esri to begin work based on such estimate. The Activity Description serves as the Task Order for Services provided under the Advantage Program.
- b. **"Advantage Program"** means either the BPAP or the EEAP.
- c. **"Authorized Contact"** means Customer's point of contact for the Advantage Program identified below.
- d. **"EEAP"** means the Esri Enterprise Advantage Program as described at www.esri.com/services/eeap/components.
- e. **"Learning and Services Credits"** means a contracted unit of exchange that Customer may use to acquire Professional Services, Training, PSS, EMCS, or related travel expenses as described below.
- f. **"Premium Support Services"** or **"PSS"** means a prioritized incident management and technical support program further described at <http://support.esri.com/en/support/premium>.
- g. **"Technical Advisor"** means an Esri consultant assigned to work with Customer to provide Professional Services comprising advising Customer on GIS strategies, facilitating annual account planning, and developing and coordinating a collaborative technical work plan under the Advantage Program.

8.2 Advantage Program Description. The Advantage Program is provided on an order-by-order, annual subscription basis allowing access to Professional Services, Training, PSS, and EMCS offerings that provide Customer with the flexibility to select the offerings that best meet its needs with guidance from Technical Advisor. The Advantage Program may change from time to time. The Advantage Program includes the following:

- a. **Technical Advisor.** Customer will receive up to the number of Technical Advisor hours ordered. Customer may elect to retain additional Technical Advisor hours for a supplemental price.
- b. **Annual Account Planning Session.** A 1-day annual account planning and review meeting is included.
- c. **Technical work plan.** A collaboratively developed document is designed to drive the program's implementation through definition of Customer's GIS vision, goals, and objectives.
- d. **Learning and Services Credits.** Customer will receive the number of Learning and Services Credits ordered. Customer may use the credits toward any combination of Professional Services, Training, PSS, EMCS, or related travel expenses. Customer may order, for an additional price, additional Learning and Services Credits. Learning and Services Credits may be exchanged as described at the BPAP or EEAP website. Esri will provide a monthly report outlining usage of Learning and Services Credits to date to the Authorized Contact.
- e. **Quarterly Technology Webcast.** Esri will provide an email invitation to the Authorized Contact for a quarterly webcast presenting business and technical information related to enterprise GIS.
- f. **No Project Services.** The Advantage Program is not designed for Esri to provide project-specific Professional Services such as custom application or database development for solutions or applications. Esri will not provide these types of Professional Services under the Advantage Program and does not warrant that Deliverables provided under an Advantage Program will comply with Specifications.

8.3 Authorized Contact Information. Customer identifies the following person as its initial Authorized Contact.

(to be completed by Customer):

Contact Name: Michael R. Scott
Telephone: 813-614-6747
Address: 5411 Skycenter Drive, Suite 400
City, State, ZIP: Tampa, FL 33607
Email: Rscott@TampaAirport.com

8.4 Current on Maintenance. Customer must remain current on standard Software Maintenance during the Advantage Program Term License.

8.5 Authorization of Learning and Services Credits Use. Customer will contact its account manager or Technical Advisor to consume Learning and Services Credits for a particular request. Esri will submit an Activity Description by email to Customer for confirmation and authorization to use Learning and Services Credits. Customer may authorize the consumption of Learning and Services Credits by submitting an email. Esri will begin work and deduct the estimated credit amount stated in the Activity Description from the unused Learning and Services Credits available.

8.6 Activity Descriptions for EMCS. The Activity Description for EMCS orders must include the following:

- a. **The EMCS Term**—The time period in which Esri provides the EMCS to Customer. The EMCS term does not begin until setup and deployment of the data and application are complete.
- b. **Targeted System Availability**—The minimum percentage of time that Customer has external access to the application and associated Customer Content through the Internet. Examples of supported levels of system availability are 95 percent, 99 percent, and 99.9 percent. Not all EMCS offerings include a Targeted System Availability.
- c. **Number of Anticipated Requests**—A The number of requests made by an end user through a client (e.g., desktop computer, web application, mobile device) and sent to a server(s) that is set up in the EMCS Environment by Esri and performs computational tasks on behalf of the end user. An example of a common request used in a GIS is a map request. A map request is made every time a user pans, zooms, or queries a map service.
- d. **Amount of Data Storage**—The storage capacity required to retain digital data, which is to be used and consumed in Customer GIS applications or Cloud Services.
- e. **Learning and Services Credits Consumption**—The price for the EMCS in Learning and Services Credits.

The Data storage location may be defined in the Activity Description.

8.7 Travel and Per Diem Expenses. Any Esri travel and per diem expenses will be quoted separately and preapproved by Customer. Travel expenses will be in accordance with Attachment E. Customer will use Learning and Services Credits for travel and per diem expenses.

8.8 Notification of Consumed Credits. Esri will notify Customer if the authorized Learning and Services Credits are consumed prior to completion of the requested work. Customer may elect to direct the use of additional Learning and Services Credits, if available; procure additional Learning and Services Credits; or notify Esri to stop work on such requested work. Esri reserves the right to stop work if Customer has consumed all its Learning and Services Credits.

8.9 Review of Proposed Activities. Any activities proposed to be completed under the Advantage Program will be subject to Esri's review and approval to ensure alignment with the intent of the program.

8.10 Invoicing

- a. Esri shall invoice Customer as quoted for the Advantage Program subscription, additional Learning and Services Credits, or Technical Advisor services upon receipt of Customer's order. Subsequently, Esri will invoice annually at least 30 days in advance of the Advantage Program subscription expiration date. Esri will

extend the Advantage Program subscription for a subsequent annual term upon receipt of Customer's payment of the renewal invoice. Esri will invoice fees for additional Learning and Services Credits or Technical Advisor services upon receipt of Customer's order.

- b. Pricing for program renewals and new or additional Services will be in accordance with Esri's standard pricing at the time of purchase or renewal.

8.11 Termination and Expiration. Upon termination or expiration of an Advantage Program subscription:

- a. Services will end as of the expiration or termination date stated; and
- b. Unless either party terminates the Advantage Program subscription for cause, Customer may apply any unused Learning and Services Credits toward any Professional Services, Training, PSS, or related travel expenses that are scheduled as of the termination or expiration date, provided that the Learning and Services Credits are used within 3 months after the termination or expiration date. Any other unused Learning and Services Credits will expire 30 days after the expiration or termination date; if Customer renews the Advantage Program subscription within this time period, any unused Learning and Services Credits will remain valid for up to 2 years from the purchase date or termination of this Agreement, whichever comes first.

ATTACHMENT A GLOSSARY OF TERMS

The following glossary of terms applies to all Esri Offerings and Services that Esri may provide to its customers. Certain Esri Offerings or Services may not be within the scope of this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

"Affiliate" means any entity that directly or indirectly (i) Controls; (ii) is Controlled by; or (iii) is under common Control with a party, where "Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Airport" means Tampa International Airport.

"API" means application programming interface.

"ArcGIS Website" means www.arcgis.com and any related or successor websites.

"Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, user name and password, or other mechanism required for use of Esri Offerings.

"Beta" means any alpha, beta, or other prerelease version of a Product.

"CEO" means the Customer's Chief Executive Officer.

"Cloud Services" means Online Services and EMCS.

"Content" means data, images, photographs, animations, video, audio, text, maps, databases, data models, spreadsheets, user interfaces, graphics components, icons, software, and other resources used in connection with Esri Offerings and Services.

"Control" means having more than 50 percent of the voting stock or other voting interest in the Controlled entity.

"Customer Content" means any Content that Customer provides, uses, or develops in connection with Customer's use of Esri Offerings or Services, including Value-Added Applications. Customer Content excludes any feedback, suggestions, or requests for improvements that Customer provides to Esri.

"Data" means any commercially available digital dataset(s) including, but not limited to, geographic vector data, raster data reports, or associated tabular attributes that Esri bundles with other Esri Offerings or delivers independently.

"Deliverables" means anything that Esri delivers to Customer as a result of performance of Professional Services.

"Documentation" means all user reference documentation that Esri provides with a Deliverable or an Esri Offering.

"Esri Managed Cloud Services" or **"EMCS"** means a Customer-specific cloud infrastructure, Software, Data, and network platform that Esri hosts, manages, and makes available to Customer or Customer's end users via the Internet.

"Esri Offering(s)" means any Product or Documentation. If Esri provides Training or Professional Services directly to Customer, then Esri Offerings also include Deliverables and Training Materials. Esri Offerings exclude Services and Third-Party Content.

"GIS" means geographic information system.

"Maintenance" means a subscription program that Esri provides and that entitles Customer to Product updates and other benefits such as access to technical support and self-paced, web-based learning resources.

"Malicious Code" means software viruses; worms; time bombs; Trojan horses; or any other computer code, files, denial of service, or programs designed to interrupt, destroy, or limit the functionality of any computer software, hardware, or telecommunications equipment.

"Online Services" means any commercially available, Internet-based geospatial system that Esri provides, including applications and associated APIs for storing, managing, publishing, and using maps, data, and other information. Online Services exclude Data and Content.

"Ordering Document(s)" means a sales quotation, Maintenance renewal quote, purchase order, proposal, Task Order, or other document identifying Esri Offerings, updates, or Services that Customer orders.

"Perpetual License" means a license to use a version of the Esri Offering for which applicable license fees have been paid, indefinitely, unless terminated by Esri or Customer as authorized under this Agreement.

"Personnel" means Individuals who are directly employed or contracted by Esri to perform Professional Services.

"Product(s)" means Software, Data, and Online Services.

"Professional Services" means any development or consulting services that Esri provides to Customer.

"Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.

"Service(s)" means Maintenance. If Esri provides EMCS, Training, or Professional Services directly to Customer, then Services also include EMCS, Training, and Professional Services.

"Software" means any proprietary commercial off-the-shelf software, excluding Data, accessed or downloaded from an Esri-authorized website or that Esri delivers on any media in any format including backups, updates, service packs, patches, hot fixes, or permitted merged copies.

"Specification(s)" means (i) the Documentation for Software and Online Services, (ii) the scope of work set forth in any Task Order, or (iii) Esri's published course descriptions for Training.

"Subscription" means a license for use of an Esri Offering for a limited time period or a right to receive Services for a limited time period.

"Task Order(s)" means an Ordering Document for Services.

"Term License" means a license for use of an Esri Offering for a limited time period ("**Term**").

"Third-Party Content" means any Content that Customer may obtain from a third-party website or that persons other than Esri employees, suppliers, or contractors may directly contribute to Esri's website.

"Training" means (i) Product training or (ii) related training that Esri provides under this Agreement.

"Training Materials" means digital or printed Content required to complete Training, which may include, but is not limited to, workbooks, data, concepts, exercises, assessments, and exams.

"Value-Added Application(s)" means an application developed by Customer for use in conjunction with the authorized use of any Software, Data, or Online Services.

ATTACHMENT B GENERAL TERMS AND CONDITIONS

The following general terms and conditions apply to all Esri Offerings and Services that Esri may offer to its customers. Certain Esri Offerings or Services may not be available under this Agreement. Please disregard any terms that are not applicable to Esri Offerings or Services offered under this Agreement.

ARTICLE 1—GENERAL USE RESTRICTIONS

Except as expressly permitted in this Agreement, Customer will not:

- a. Sell, rent, lease, sublicense, distribute, lend, time-share, or assign Services or Esri Offerings;
- b. Distribute or provide direct access to Services or Esri Offerings to third parties, in whole or in part, including, but not limited to, extensions, components, or Dynamic Link Libraries;
- c. Distribute Authorization Codes to third parties;
- d. Reverse engineer, decompile, or disassemble any Product or Deliverable delivered in compiled form;
- e. Make any attempt to circumvent the technological measure(s) that controls access to or use of Esri Offerings;
- f. Store, cache, use, upload, distribute, or sublicense Content or otherwise use Esri Offerings in violation of Esri's or a third-party's rights, including intellectual property rights, privacy rights, nondiscrimination laws, export laws, or any other applicable law or regulation;
- g. Remove or obscure any Esri or its licensors' patent, copyright, trademark, proprietary rights notices, or legends contained in or affixed to any Esri Offerings, output, metadata file, or online or hard-copy attribution page of any Data or Documentation;
- h. Unbundle or independently use individual or component parts of Esri Offerings;
- i. Incorporate any portion of Esri Offerings into a product or service for third-party use that competes with the Esri Offerings;
- j. Publish or in any other way communicate the results of benchmark tests run on Beta Products without the prior written permission of Esri and its licensors; or
- k. Use, incorporate, modify, distribute, provide access to, or combine any Esri Offerings in a manner that would subject any Esri Offering to open-source or open-database license terms (e.g. General Public License) that require any part of the Esri Offering to be subject to additional terms, for example
 1. Disclosed in source code form to third parties;
 2. Licensed to third parties for the purpose of making derivative works; or
 3. Redistributable to third parties at no charge.
- l. Generate revenue by providing access to Software or Online Services through a Value-Added Application.

These restrictions will not apply to the extent that they conflict with applicable law or regulation.

ARTICLE 2—TERM AND TERMINATION

2.1 This Agreement commences on November 22, 2025 and will continue through November 21, 2026 unless terminated earlier as provided herein ("Term"). Customer may terminate this Agreement or any Esri Offerings license or subscription at any time upon written notice to Esri. Termination without cause does not entitle Customer to receive any refund of fees paid. Any right to terminate pending Services engagements for convenience is set forth in the applicable section in the body of this Agreement. Either party may terminate this Agreement or any license or subscription for a material breach that is not cured within 30 days of written notice to the breaching party. Upon any termination of this Agreement for breach, Esri will stop providing Services. Any licenses in Esri Offerings that survive termination of this Agreement continue under the terms of this Agreement.

2.2 If Esri terminates this Agreement following Customer's breach, then Esri may also, at its election, terminate Customer's licenses or subscriptions to Esri Offerings. If Customer terminates this Agreement for cause or convenience, then Customer may, at its election, also terminate Customer's licenses or subscriptions to Esri Offerings.

2.3 Upon any termination or expiration of a license or subscription, Customer will

- a. Stop accessing and using the terminated or expired Esri Offerings;
- b. Clear any client-side data cache derived from the terminated or expired Cloud Services; and
- c. Stop using and uninstall, remove, and destroy all copies of the terminated or expired Esri Offerings in Customer's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Esri or its authorized distributor.

Esri may stop performing Services immediately upon written notice to Customer if a bankruptcy or insolvency proceeding is commenced by or against Customer until the trustee cures any existing defaults and provides adequate assurance of future performance under this Agreement. This Agreement terminates upon the insolvency, liquidation, or dissolution of either party.

ARTICLE 3—LIMITED WARRANTIES AND DISCLAIMERS

3.1 Limited Warranties. Except as disclaimed below, Esri warrants to Customer that (i) Products and Training will substantially comply with the applicable Specifications and (ii) Services will substantially conform to the professional and technical standards of the industry. The warranty period for Esri Offerings offered under a Perpetual License and for Services runs for 90 days from the date of delivery or from the date of acceptance if this Agreement provides an acceptance period. The warranty period for Esri Offerings offered under a subscription or Term License basis runs for the lesser of (i) the duration of the subscription or term or (ii) 90 days from delivery or acceptance if this Agreement provides an acceptance period.

3.2 Special Disclaimer. Third-Party Content; Data; Samples; hot fixes; patches; updates; Online Services provided at no charge; and trial, evaluation, and Beta Products are delivered "as is" and without warranty of any kind.

3.3 General Disclaimer. Except for the express limited warranties set forth in this Agreement, Esri disclaims all other warranties or conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of merchantability, fitness for a particular purpose, and noninfringement of intellectual property rights. Esri is not responsible for any nonconformities caused by Customer's modification of any Esri Offering other than as specified in the Documentation. Esri does not warrant that Esri Offerings, or Customer's operation of the same, will be uninterrupted, error free, fault tolerant, or fail-safe or that all nonconformities can or will be corrected. Esri Offerings are not designed, manufactured, or intended for use in environments or applications that may lead to death, personal injury, or physical property or environmental damage. Customer should not follow any navigational route suggestions that appear to be hazardous, unsafe, or illegal. Any such uses will be at Customer's own risk and cost.

3.4 Disclaimers

- a. **Internet Disclaimer.** Neither party will be liable for damages under any theory of law related to the performance or discontinuance of operation of the Internet or to regulation of the Internet that might restrict or prohibit the operation of Cloud Services.
- b. **Third-Party Websites; Third-Party Content.** Esri is not responsible for any third-party website or Third-Party Content that appears in or is referenced by Esri Offerings or Esri websites, including www.esri.com, developers.arcgis.com, livingatlas.arcgis.com and www.arcgis.com. Providing links to third-party websites and resources does not imply an endorsement, affiliation, or sponsorship of any kind.
- c. **Artificial Intelligence (AI)/Machine Learning (ML) Disclaimer.** As specified in the Documentation, certain Esri Offerings may integrate third-party AI/ML software libraries and third-party or Esri created pre-trained AI/ML models for various tasks including, but not limited to, object detection, image obfuscation, image classification, or text or speech recognition. Customer may use these capabilities at its option and such AI/ML capabilities are delivered "as is" and without warranty of any kind. In certain cases, the Esri Offering may provide Customers the ability to configure their own custom AI/ML models to meet Customer's unique requirements, which except for the express warranties contained in this Agreement, shall be at Customer's own risk.

3.5 Exclusive Remedy. Customer's exclusive remedy and Esri's entire liability for breach of the limited warranties in this section will be to replace any defective media and to (i) repair, correct, or provide a workaround for the applicable Esri Offering or Services or (ii) at Esri's election, terminate Customer's right to use and refund the fees paid for Esri Offerings or Services that do not meet Esri's limited warranties.

ARTICLE 4—LIMITATION OF LIABILITY

4.1 Disclaimer of Liability. Neither Customer, Esri, nor any Esri distributor or licensor will be liable for any indirect, special, incidental, or consequential damages; lost profits; lost sales; loss of goodwill; costs of procurement of substitute goods or services; or damages exceeding the applicable license fees, or current subscription fees, or Services fees paid or owed to Esri for the Esri Offerings or Services giving rise to the cause of action.

4.2 The limitations and exclusions of liability in the preceding paragraph do not apply to Customer's infringement, misuse, or misappropriation of Esri's or Esri's licensors' intellectual property rights, either party's indemnification obligations, gross negligence, willful misconduct, or violations of the Export Compliance clause of this Agreement or any applicable law or regulation.

4.3 Applicability of Disclaimers and Limitations. Esri or its authorized distributor has set its fees and entered into this Agreement in reliance on the disclaimers and limitations in this Agreement; the fees reflect an allocation of risk that is an essential basis of the bargain between the parties. **These limitations will apply whether or not a party is aware of the possibility of any damage and notwithstanding any failure of essential purpose of any exclusive, limited remedy.**

4.4 The foregoing disclaimers, limitations, and exclusions may be invalid in some jurisdictions and apply only to the extent permitted by applicable law or regulation in Customer's jurisdiction. Customer may have additional rights that may not be waived or disclaimed. Esri does not seek to limit Customer's warranty or remedies to any extent not permitted by law.

ARTICLE 5—INDEMNIFICATIONS

5.1 Definitions. The following definitions supplement the definitions provided in Attachment A:

- a. **"Claim"** means any claim, action, or demand by a third party.
- b. **"Indemnitees"** means Customer and its Board members, directors, officers, and employees.
- c. **"Infringement Claim(s)"** means any Claim alleging that Customer's use of or access to any Esri Offering or Service infringes a patent, copyright, trademark, or trade secret.
- d. **"Loss(es)"** means expenditure, damage award, settlement amount, cost, or expense, including awarded attorneys' fees.

5.2 Infringement Indemnity

- a. Esri will defend, hold all Indemnitees harmless from, and indemnify any Loss arising out of an Infringement Claim.
- b. If Esri determines that an Infringement Claim is valid, Esri may, at its expense, either (i) obtain rights for Customer to continue using the Esri Offerings or Services or (ii) modify the Esri Offerings or Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, Esri may terminate Customer's right to use the Esri Offerings or Services and will refund any (a) license fees that Customer paid for the infringing Esri Offerings or Services acquired under a Perpetual License, prorated on a 5-year, straight-line depreciation basis beginning from the initial date of delivery or (b) unused portion of fees paid for Term Licenses, Subscriptions, and Maintenance.
- c. Esri has no obligation to defend an Infringement Claim or to indemnify Customer to the extent the Infringement Claim arises out of (i) the combination or integration of Esri Offerings or Services with a product, process, system, or element that Esri has not supplied or specified in the Specification; (ii) alteration of Esri Offerings or Services by anyone other than Esri or its subcontractors; (iii) compliance with Customer's specifications; or (iv) use of Esri Offerings or Services after Esri either provides a modified version to avoid infringement or terminates Customer's right to use the Esri Offerings or Services.

5.3 General Indemnity. Esri will defend, indemnify and hold all Indemnitees harmless from, any Loss arising out of, any Claim for bodily injury, death, or tangible or real property damage brought against any of the Indemnitees to the extent arising from any negligent act (including professional negligence), or omission or willful misconduct by Esri or its directors, officers, employees, or agents performing Services while on Customer's site.

5.4 Conditions for Indemnification. As conditions for indemnification, Indemnitee will (i) promptly notify Esri in writing of the Claim, (ii) provide all available documents describing the Claim, (iii) give Esri sole control of the defense of any action and negotiation related to the defense or settlement of any Infringement Claim, and (iv) reasonably cooperate in the defense of the Infringement Claim at Esri's request and expense.

5.5 Esri's obligations to defend and indemnify as described in this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that any suit, claim or other action is fully and finally barred by the applicable statute of limitations or repose.

5.6 Nothing in this Article will be construed as a waiver of any immunity from or limitation of liability Customer may have under the doctrine of sovereign immunity under common law or statute.

5.7 If the above Articles 5.1 to 5.5, or any part of Articles 5.1 to 5.5 are deemed to conflict in any way with any law, the Article or part of the Article will not apply to the extent that they conflict with applicable law or regulation.

This section sets forth the entire obligation of Esri, its authorized distributor, and its licensors regarding any Claim for which Esri must indemnify Customer.

ARTICLE 6—INSURANCE

If Esri is providing Professional Services, Esri will carry, at a minimum, the following coverage:

6.1 Insurance

Esri must maintain the following limits and coverages uninterrupted or amended through the Term and any renewals of this Agreement. In the event Esri becomes in default of the following requirements, Customer reserves the right to terminate this Agreement in accordance with Article 2 Term and Termination. Required liability policies other than Workers' Compensation/Employer's Liability and Professional Liability, will provide that Customer, members of the Customer's governing body, and the Customer's officers, volunteers, agents, and employees is included as additional insured.

Esri agrees the required insurance (excluding Cyberfirst Professional Liability / Errors & Omissions) shall be primary and not contributory to any other valid and collectible insurance the Customer may possess, including any self-insured retention or deductible amount, and that any other insurance shall be considered excess insurance only.

6.2 Required Coverage – Minimum Limits

The minimum limits of insurance (inclusive of any amounts provided by an umbrella or excess policy) covering the Services performed pursuant to the Agreement will be the amounts specified herein. To the extent it is used to meet the minimum coverage limits requirements, any Umbrella or Excess coverage shall follow form to the Employer's Liability, Commercial General Liability and Business Auto Liability coverages, including all endorsements and additional insured requirements.

a. Commercial General Liability Insurance

The minimum limits of insurance covering the Services performed pursuant to this Agreement will be the amounts specified herein. Coverage will be provided for liability resulting out of, or in connection with, ongoing operations performed by, or on behalf of, Esri under this Agreement or the use or occupancy of Customer premises by, or on

behalf of, Esri in connection with this Agreement. Coverage shall be provided on a form no more restrictive than ISO Form GC 00 01. Additional insurance coverage shall be provided on a blanket endorsement.

	Policy Limits
General Aggregate	\$1,000,000
Each Occurrence	\$1,000,000
Personal and Advertising Injury Each Occurrence	\$1,000,000
Products and Completed Operations Aggregate	\$1,000,000

b. Workers' Compensation and Employer's Liability Insurance

The minimum limits of insurance are:

Part One:	"Statutory"
Part Two:	
Each Accident	\$1,000,000
Disease – Policy Limit	\$1,000,000
Disease – Each Employee	\$1,000,000

c. Business Automobile Liability Insurance

Coverage will be provided for all owned, hired and non-owned vehicles. Coverage shall be provided on a form no more restrictive than ISO Form CA 00 01.

The minimum limits of insurance are:

Each Occurrence – Bodily Injury and Property Damage combined	\$1,000,000
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[Redacted]

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[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]



6.4 Waiver of Subrogation

Esri, for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required by this Agreement, waives all rights against Customer, members of Customer’s governing body and Customer officers, volunteers, agents, and employees, to subrogate any claim for damages or loss to the extent covered and paid for by any insurance maintained by Esri as required by this Article 6.

6.5 Incident Notification

Esri will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, Data Breach, security breach, ransomware (data theft), or an extortion threat which (i) arises out of Esri’s performance of this Agreement; and (ii) directly results in an insurance claim made against Esri’s insurance carrier for the coverages included in this Agreement.

6.6 Customer Claims, Issues, or Complaints

All customer insurance claims, issues, or complaints regarding property damage, bodily injury, data theft, or an extortion threat filed against Esri’s insurance required by this Agreement will be promptly addressed by Esri. Esri will use commercially reasonable efforts, subject to any requirements and restrictions otherwise found in this Agreement, to resolve any such insurance claims, issues, or complaints filed pursuant to this Agreement. For any claim resulting directly from this Agreement, Esri will promptly notify Customer of the claim and will reasonably keep Customer informed of the claim status if Customer could be held liable for injury or damages.

6.7 Claim Procedure

In the event of a claim under this Agreement and pursuant to a negotiated nondisclosure agreement provided by Esri, Esri and Customer’s Risk Manager may attend a teleconference where Esri will share specific sections (policy terms) of an insurance policy through electronic screen sharing. It is understood that Esri will share as view-only and Customer will not copy, save, take any pictures, or create any screenshots of the policy information shared by Esri. Esri will redact portions of the policy(ies) that Esri deems to be confidential in accordance with Esri’s internal policy or procedure. Further, upon receipt of a request, and provided Esri will redact any portion of an endorsement that is confidential under the laws of the State of Florida, Esri will provide copies of policy endorsement(s) to Customer for the policies required under this Agreement; endorsements will be shared without the necessity of a teleconference.

6.8 Reduction of Aggregate Limits

If the general or aggregate limit for any policy is exhausted, the company will, in its sole discretion, promptly take commercially reasonable steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per policy aggregate limit that is twice the per occurrence limit.

1. Cancellation Notice

Authority will receive prompt written notice if any insurance policy will be cancelled, not renewed or adversely change (such that the policy no longer complies with this Article B.6), initiated by the insurer, and applicable to any policy or coverage described in the Agreement. Such notice will be sent to the following:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport

Post Office Box 22287
Tampa, Florida 33622

6.9 Deductibles, Self-Insurance, Alternative Risk or Insurance Programs

The Authority's Director of Enterprise Risk Management or designee has the right to periodically consider the use of a deductible, self-insurance or alternative risk or insurance program. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by Esri should not be permitted, the Authority may request that Esri replace or modify the deductible, self-insurance, or alternative risk or insurance program. Esri may replace or modify the deductible, self-insurance, or alternative risk or insurance program in its sole discretion.

A deductible amount, self-insurance, or alternative risk or insurance program's retention may be included on the Certificate. This is to include fully insured programs as to a zero deductible per the policy.

6.10 Company's Insurance Primary

Except Cyberfirst Professional Liability, the insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

6.11 Company's Failure to Comply with Insurance Requirements

a. **Authority's Right to Request Procurement of Replacement Insurance.** If, after the inception of the contract, Esri fails to fully comply with the insurance requirements of this Article B.6, in addition to and not in lieu of any other remedy available to the Authority provided by the Agreement, the Authority may, at its sole discretion, request that Esri procure and maintain replacement insurance which provides, in whole or in part, the required insurance coverage.

b. **Replacement Coverage at Sole Expense of Company.** The entire cost of any replacement insurance procured by Esri will be paid by Esri.

(i) **Company to Remain Fully Liable.** During the term of this Agreement, Esri agrees to remain fully liable for full compliance with the insurance requirements in Article B.6. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, Esri agrees to remain responsible and obligated to the Authority to comply with the insurance requirements of the Agreement.

(ii) **Authority's Right to Terminate, Modify, or Not Procure.** Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by Esri. Authority is not obligated to procure any insurance pursuant to this Agreement and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

6.12 Esri Subcontractors

Except Workers Compensation/Employers Liability, Esri will flow down insurance requirements to its subcontractors or extend coverage to include subcontractors under Esri's insurance policies, subject to policy terms and conditions.

6.13 Conditions of Acceptance

Except as otherwise negotiated in this Article B.6, the insurance maintained by Esri must conform at all times with Customer's Standard Procedure S250.06, Contractual Insurance Terms and Conditions ("Standard Procedure"), which is attached to this Agreement as Attachment L. In the event of any conflict between the terms of this Agreement and the Standard Procedure, the terms of this Agreement shall prevail.

ARTICLE 7—SECURITY AND COMPLIANCE

7.1 Security. Esri publishes its security capabilities at <http://trust.arcgis.com>. Customer may give Esri personnel access to Customer systems or to Customer or third-party personal information, controlled information, or sensitive data if access is essential for Esri's performance of Services and if Esri expressly agrees to such access. Esri will use reasonable administrative, technical, and physical safeguards to protect such data and guard against unauthorized access. Customer bears responsibility to (i) confirm that Esri's published security and privacy controls meet all applicable legal requirements for protection of Customer Content and (ii) upload or share Customer Content through Cloud Services only when it is legal to do so. Esri is not responsible to review Customer Content to ensure compliance with applicable laws and regulations. Customer must contact Esri at securesupport@esri.com for further instruction before providing any Customer Content that requires security measures other than Esri's published security capabilities. Additional information can be found in Esri's Security Addendum, which is attached hereto as [Attachment H](#).

7.2 Malicious Code. Esri will use commercially reasonable efforts to ensure that Esri Offerings will not transmit any Malicious Code to Customer. Esri is not responsible for Malicious Code that Customer introduces to Esri Offerings or that is introduced through Third-Party Content.

7.3 Export Compliance. Each party will comply with all applicable export and trade sanctions laws and regulations, including the US Department of Commerce's Export Administration Regulations (EAR), the US Department of Treasury, Office of Foreign Assets Control (OFAC) Regulations, the US Department of State's International Traffic in Arms Regulations (ITAR), and other applicable export laws. Customer will not export, reexport, transfer, release, or otherwise dispose of, in whole or in part, or permit access to or transfer or use of Services or Esri Offerings to any United States embargoed countries currently including Iran, Syria, North Korea, Cuba, Russia, Belarus, Crimea region of Ukraine, the Donetsk People's Republic (DNR) and Luhansk People's Republic (LNR), or denied entities or persons except in accordance with all then-current applicable US government export laws and regulations. Customer will not export, reexport, transfer, or use Services or Esri Offerings for certain missile, nuclear, chemical, or biological activities or end uses without proper authorization from the US government. Customer shall immediately notify Esri in writing if any US government entity or agency denies, suspends, or revokes Customer's export privileges. Customer will not upload, store, or process in Cloud Services any Customer Content that (i) has an Export Control Classification Number (ECCN) other than EAR99 or (ii) is controlled for export from the United States under ITAR; or (iii) is subject to the EAR where the cloud host is on the US government's Specially Designated Nationals List, Denied Entity List, Unverified List or Denied Parties List or any other US government restricted list. Customer will notify Esri in advance if Esri's performance of any Services or provision of any Esri Offerings is related to any defense article, defense service, or technical data, as defined under the ITAR Sections 120.31, 120.32, and 120.33, respectively; Esri will not perform any such Services or provide any such Esri Offerings until Esri obtains any necessary export license from the US government. Customer will reasonably assist Esri in applying for and obtaining an export license if needed.

7.4 Privacy. Esri will process personal data according to the terms of the Data Processing Addendum which is attached as [Attachment I](#).

ARTICLE 8—CLOUD SERVICES

8.1 Prohibited Uses. Customer shall not provide Customer Content or otherwise access or use Cloud Services in a manner that

- a. Creates or transmits spam, spoofings, or phishing email or offensive, hate related or defamatory material; or stalks or makes threats of physical harm;
- b. Stores or transmits any Malicious Code;
- c. Violates any law or regulation;
- d. Infringes or misappropriates the rights of any third party;
- e. Probes, scans, or tests the vulnerability of Cloud Services or breach any security or authentication measures used by Cloud Services without written approval from Esri's Product Security Officer; or
- f. Benchmarks the availability, performance, or functionality of Cloud Services.

8.2 Service Interruption. System failures or other events beyond Esri's reasonable control may interrupt Customer's access to Cloud Services. Esri may not be able to provide advance notice of such interruptions.

8.3 Customer Content

- a. Customer grants Esri and its subcontractors a nonexclusive, nontransferable, worldwide right to host, run, modify, and reproduce Customer Content as needed to provide Cloud Services to Customer. Esri will not access, use, or disclose Customer Content without Customer's written permission except as reasonably necessary to support Customer's use of Cloud Services. Except for the limited rights granted to Esri under this Agreement, Customer retains all its rights, title, and interest in the Customer Content.
- b. If Customer accesses Cloud Services with an application provided by a third party, Esri may disclose Customer Content to such third party as necessary to enable interoperability between the application, Cloud Services, and Customer Content.
- c. Esri may disclose Customer Content if required to do so by law or regulation or by order of a court or other government body, in which case Esri will reasonably attempt to limit the scope of disclosure.
- d. When Customer's use of Cloud Services ends, Esri will either:
 - (i) Make Customer Content available to Customer for download for a period of 30 days unless Customer requests a shorter window of availability or Esri is legally prohibited from doing so; or
 - (ii) Download all Customer Content in Esri's possession to a medium of Customer's choosing and deliver such Customer Content to Customer.

Esri will have no further obligations to store or return Customer Content at the conclusion of the Cloud Services.

8.4 Removal of Customer Content. Esri may remove or delete Customer Content if there is reason to believe that uploading Customer Content to or using it with Cloud Services materially violates this Agreement. If reasonable under these circumstances, Esri will notify Customer before removing Customer Content. Esri will respond to any Digital Millennium Copyright Act takedown notices in accordance with Esri's copyright policy, available at www.esri.com/legal/dmca_policy.

8.5 Service Suspension. Esri may suspend access to Cloud Services (i) if Customer materially breaches this Agreement and fails to timely cure the breach; (ii) if Esri reasonably believes that Customer's use of Cloud Services will subject Esri to immediate liability or adversely affect the integrity, functionality, or usability of the Cloud Services; (iii) for scheduled maintenance; (iv) to enjoin a threat or attack on Cloud Services; or (v) if Cloud Services become prohibited by law or regulated to a degree that continuing to provide them would impose a commercial hardship. When feasible, Esri will notify Customer of any Cloud Services suspension beforehand and give Customer reasonable opportunity to take remedial action.

Esri is not responsible for any damages, liabilities, or losses that may result from any interruption or suspension of Cloud Services or removal of Customer Content as described above.

8.6 Notice to Esri. Customer will promptly notify Esri if Customer becomes aware of any unauthorized use of Customer's subscription or any other breach of security regarding Cloud Services.

ARTICLE 9—GENERAL PROVISIONS

9.1 Payment. Customer will pay each correct invoice no later than 30 days after receipt and will remit payment to the address stated on the invoice. Customers outside the United States will pay the distributor's invoices in accordance with the distributor's payment terms.

9.2 Feedback. Esri may freely use any feedback, suggestions, or requests for Product improvement that Customer provides to Esri.

9.3 Patents. Customer may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Products. This express prohibition on patenting will not apply to Customer's

software and technology except to the extent that Products, or any portion thereof, are part of any claim or preferred embodiment in a patent application or a similar application.

9.4 Reserved.

9.5 Taxes and Fees; Shipping Charges. Pricing of Esri Offerings and Services that Esri quotes to Customer is exclusive of any and all applicable taxes or fees including, but not limited to, sales tax, use tax, or value-added tax (VAT); customs, duties, or tariffs; shipping and handling charges; and vendor enrollment fees. Esri will add any fees that it is required to pay to the total amount of its invoice to Customer. Esri may include estimated taxes and shipping and handling charges in its quotations but may adjust these fees on invoicing. For Customers outside the United States, the distributor may quote taxes or fees in accordance with its own policies.

All taxes of any kind and character payable on account of the Services furnished and work done under the Agreement will be paid by Esri. The laws of the State of Florida provide that sales tax and use taxes are payable by Esri upon the tangible personal property incorporated in the work and such taxes will be paid by Esri. Customer is exempt from all State and Federal sales, use and transportation taxes, and shall provide a tax exemption certificate to Esri upon request. Esri shall not bill or charge Customer for any such taxes provided Customer remains exempt from such taxes.

Esri will pay the taxes, fees, or assessments reflected in a notice Esri receives from the Customer within thirty (30) Days after Esri's receipt of that notice or within the time period prescribed in the tax bill. Customer will attempt to cause the taxing authority to send the applicable tax bills directly to Esri and Esri will remit payment directly to the taxing authority, in such instance. Esri may reserve the right to contest such taxes, fees, or assessments and withhold payment upon written notice to Customer of its intent to do so, so long as the nonpayment does not result in a lien against the real property or any improvements thereon or a direct liability on the part of Customer.

9.6 No Implied Waivers. The failure of either party to enforce any provision of this Agreement is not a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

9.7 Severability. If any provision of this Agreement is held to be unenforceable for any reason, (i) such provision will be reformed only to the extent necessary to make the intent of the language enforceable, and (ii) all other provisions of this Agreement will remain in effect.

9.8 Successor and Assigns. Customer will not assign, sublicense, or transfer Customer's rights or delegate Customer's obligations under this Agreement without Esri's and its authorized distributor's prior written consent, and any attempt to do so without consent will be void. This Agreement will be binding on the respective successors and assigns of the parties to this Agreement. Notwithstanding, a contractor under contract to the government to deliver Products may assign this Agreement and Products acquired for delivery to its government customer upon written notice to Esri, provided the government customer assents to the terms of this Agreement. Upon mutual agreement, Esri's Affiliates may provide Services under the terms of this Agreement; in such cases, the Ordering Documents will identify the Affiliate as the party that provides the Services. Esri's distributors are not Affiliates of Esri.

9.9 Survival of Terms. The Glossary of Terms and provisions of the following Articles of these General Terms and Conditions will survive the expiration or termination of this Agreement: "Limited Warranties and Disclaimers," "Limitation of Liability," "Indemnifications," and "General Provisions."

9.10 US Government Customer. The Products are commercial items, developed at private expense, provided to Customer under this Agreement. If Customer is a US government entity or US government contractor, Esri licenses or provides subscriptions to Customer in accordance with this Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Esri Data and Online Services are licensed or subscribed under the same DFARS Subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. Products are subject to restrictions, and this Agreement strictly governs Customer's use, modification, performance, reproduction, release, display, or disclosure of Products. Agreement provisions that are inconsistent with federal law regulation will not apply. A US government Customer may transfer Software to any of its facilities to which it transfers the computer(s) on which it has installed such Software. If any court, arbitrator, or board holds that a US government

Customer has greater rights to any portion of Products under applicable public procurement law, such rights will extend only to the portions affected.

9.11 Governing Law. This Agreement is not subject to the United Nations Convention on Contracts for the International Sale of Goods.

- a. **Government Entities.** If Customer is a government entity, the applicable laws of Customer's jurisdiction govern this Agreement.
- b. **Nongovernment Entities.** US federal law and the law of the State of California exclusively govern this Agreement, excluding their respective choice of law principles.

9.12 Dispute Resolution. The parties will use the following dispute resolution processes:

- a. **Equitable Relief.** Either party will have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

9.13 Force Majeure. A party will not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond the party's reasonable control. Such causes may include, but are not limited to, acts of God, war, strikes, labor disputes, cyber attacks, laws, regulations, government orders, or any other force majeure event.

9.14 Independent Contractor. Esri is and at all times will be an independent contractor. Nothing in this Agreement creates an employer/employee, principal/agent, or joint venture relationship between Esri or its authorized distributor and Customer. No party has any authority to enter into contracts on behalf of another party or otherwise act on behalf of another party.

9.15 Notice.

Notices and Communications

All notices or communications whether to Customer or to Esri pursuant hereto will be deemed validly given, served, or delivered, upon receipt by the Party by hand delivery, or three (3) days after depositing such notice or communication in a postal receptacle, or one (1) day after depositing such notice or communication with a reputable overnight courier service, and addressed as follows:

TO CUSTOMER:

(MAIL DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
P.O. BOX 22287
TAMPA, FLORIDA 33622-2287
ATTN: CHIEF EXECUTIVE OFFICER

TO ESRI:

(MAIL DELIVERY)
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 NEW YORK STREET
REDLANDS, CA 92373-8100
ATTN: CONTRACTS AND LEGAL DEPARTMENT
EMAIL: LEGALNOTICES@ESRI.COM

OR

(HAND DELIVERY)
HILLSBOROUGH COUNTY AVIATION AUTHORITY
TAMPA INTERNATIONAL AIRPORT
5411 SKYCENTER DRIVE
SUITE 400
TAMPA, FLORIDA 33607-1470
ATTN: CHIEF EXECUTIVE OFFICER

(HAND DELIVERY)
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE, INC.
380 NEW YORK STREET
REDLANDS, CA 92373-8100
ATTN: CONTRACTS AND LEGAL DEPARTMENT
EMAIL: LEGALNOTICES@ESRI.COM

or to such other address as either party may designate in writing by notice to the other party delivered in accordance with the provisions of this Article.

If notice is sent through a mail system, a verifiable tracking documentation such as a certified return receipt or overnight mail tracking receipt is required.

9.16 Compliance with Chapter 119, Florida Statutes Public Records Law.

IF ESRI HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ESRI'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (813) 870-8721, ADMCENTRALRECORDS@TAMPAAIRPORT.COM, HILLSBOROUGH COUNTY AVIATION AUTHORITY, P.O. BOX 22287, TAMPA FL 33622.

Esri agrees in accordance with Florida Statute Section 119.0701 to comply with public records laws including the following:

- A. Keep and maintain public records required by Customer in order to perform the Services contemplated by this Agreement.
- B. Upon request from Customer custodian of public records, provide Customer with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Fla. Stat. or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement.
- D. Upon completion of the Agreement, keep and maintain public records required by Customer to perform the Services. Esri shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Customer, upon request from Customer custodian of public records, in a mutually agreed upon format.

The Customer maintains its records in electronic form in accordance with the State of Florida records retention schedules. As a result, the paper original version of this document (to the extent it exists) will be scanned and stored electronically as the authoritative record copy as part of the Customer's record management process. Once that occurs, the paper original version of this document will be destroyed.

9.17 Invalidity of Clauses. The invalidity of any part, portion, sentence, article, paragraph, provision, or clause of this Agreement will not have the effect of invalidating any other part, portion, sentence, article, paragraph, provision, or clause of this Agreement, and the remainder of this Agreement will be valid and enforced to the fullest extent permitted by law.

9.18 Miscellaneous. Wherever used, the singular will include the plural, the plural the singular, and the use of any gender will include both genders.

9.19 E-Verify Requirement. In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 Esri, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Esri or subcontractor.

9.20 Anti-Human Trafficking Laws. Esri is required to complete Attachment K, Affidavit of Compliance with Anti-Human Trafficking Laws, at the time the Agreement is executed and to complete a new Attachment K for each renewal option period, if any. This Agreement will be terminated for convenience in accordance with Florida Statute

Section 787.06 (13) if it is found that Esri submitted a false Affidavit of Compliance with Anti-Human Trafficking Laws as provided in Florida Statute Section 787.06 (13).

ATTACHMENT C
Product-Specific Terms of Use
(E300 Version Dated August 21, 2025)

The following list identifies additional terms of use that apply to specific Products. Each Product listing identifies one or more footnotes that apply to that Product. These footnotes supplement the terms of this Agreement. The definitions for each footnote follow the list. Unless otherwise noted in the applicable Ordering Document, extensions to a Product follow the same scope of use as that granted for the corresponding Product. Retired Products are subject to the Product-Specific Terms of Use in effect at the time of such Product's retirement date. If Customer's signed Master Agreement does not include Named User License terms of use, the Named User License terms of use found in Sections 2.5 and 2.6 of the Master Agreement found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> shall apply. In addition to the definitions within the Master Agreement, the following definitions will apply to the Product-Specific Terms of Use:

- "Authentication" means using any Esri provided mechanism that enables access to ArcGIS Location Platform. See Security and Authentication Documentation (<https://developers.arcgis.com/documentation/mapping-apis-and-services/security/>) for current list of Authentication mechanisms).

Desktop Products

- ArcGIS Earth (20; 65)
- ArcGIS Explorer Desktop (20)
- ArcGIS for AutoCAD (20)
- ArcReader (20)
- ArcGIS for Personal Use (3)
- ArcGIS Pro
 - Advanced (7; 8; 82)
 - Standard (7; 82)
 - Basic (7; 82)

Server Products

- ArcGIS Enterprise
 - Standard or Advanced (17; 23; 31; 82)
 - Workgroup Standard or Advanced (23; 28; 29; 30; 82)
 - ArcGIS GIS Server (Standard or Advanced) (31)
 - ArcGIS GIS Server Basic (31; 39)
 - ArcGIS GIS Server Workgroup (Standard or Advanced) (28; 29; 30)
 - ArcGIS GIS Server Workgroup Basic (39)
 - ArcGIS Maritime (2)
- ArcGIS Enterprise Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS GeoAnalytics Server, ArcGIS Notebook Server Standard, ArcGIS Mission Server, ArcGIS Workflow Manager Server (Advanced or Standard), ArcGIS Video Server (31)
 - ArcGIS Knowledge Server (9; 31)
- ArcGIS Enterprise Workgroup Optional Capability Servers:
 - ArcGIS Image Server, ArcGIS GeoEvent Server, ArcGIS Notebook Server Standard, and ArcGIS Workflow Manager Server (Advanced or Standard) (4)
- ArcGIS Business Analyst Enterprise (17; 23; 31; 82)
- ArcGIS World Geocoder Basic (67)

Developer Products

- ArcGIS Developer Subscription
 - All Plans (16; 66; 68; 78; 89; 97; 103; 109)
 - Builder, Professional, Premium, or Enterprise Plans (24; 77; 92)
 - Essentials Plan (90)
- ArcGIS Developer Bundle (16; 24; 77)
- ArcGIS Location Platform (5; 10; 16; 66; 78; 82; 89; 90; 97; 103; 109)

- ArcGIS AppStudio Developer Edition (11; 16; 19)
- ArcGIS Engine Developer Kit and Extensions (16; 19; 22)
- Developer APIs and SDKs
 - ArcGIS Runtime SDK for Android, iOS, Java, macOS, .NET, or Qt (16; 19)
 - ArcGIS API for JavaScript (16; 63; 64)
 - ArcGIS CityEngine SDK and Procedural Runtime (19; 105)
 - ArcGIS Maps SDK for Unity, or Unreal Engine (16; 62; 64)
 - ArcGIS Maps SDK for Java, Kotlin, .NET, Qt, Swift, or Flutter (16;19)
 - ArcGIS Maps SDK for JavaScript (16; 63; 64)
- ArcGIS Runtime Deployment License for Android, iOS, Java, Kotlin, macOS, .NET, Qt, or Swift
 - Lite (15; 62; 64)
 - Basic or Standard (1; 15; 18)
 - Advanced (15; 18)
- ArcGIS Engine Deployment License for Windows/Linux and Extensions (15; 22)
- Esri File Geodatabase API (47)

Mobile

- ArcGIS Navigator (6)

Other

- ArcGIS Hub (85)
- ArcGIS Indoors (86)
- ArcGIS Indoors Maps (99; 100; 101)
- ArcGIS Indoors Spaces (100; 101)
- ArcGIS IPS (99; 100)
- ArcGIS Insights (17)
- ArcGIS StreetMap Premium (6)
 - ArcGIS StreetMap Premium Custom Roads
 - ArcGIS StreetMap Premium for Asset Management
 - ArcGIS StreetMap Premium for Runtime
- ArcGIS StreetMap Premium for ArcGIS GeoAnalytics Engine (12)
- ArcGIS Survey123 (107; 108)
- Site Scan for ArcGIS Operator license (32; 33)
- ArcGIS GeoAnalytics Engine
 - Connected, Additional Core-Hours Plans (27; 103)
 - Disconnected Plan (27, 102)

Online Services

- ArcGIS Online subscriptions are available through multiple Selling Programs:
 - Commercial Retail, EAs; and Government Programs (5; 23; 66; 68; 69; 70; 77; 82; 96; 103; 106)
 - Education Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
 - Non-profit Programs (5; 23; 66; 68; 69; 70; 71; 82; 96; 103; 106)
- Public Plan (5; 66; 68; 74; 75; 76; 80; 82; 106)

Customers under the following categories have these additional rights:

 - Commercial Retail (72)
 - enterprise agreements (72)
 - Government (72)
 - NGO/NPO (72)
 - Press/Media Programs (72)
 - Education Programs (71)
- ArcGIS Velocity (103)
- ArcGIS Image Dedicated – Pro Machine (103; 104)

Selling Programs

- ArcGIS Project Delivery Subscriptions
 - Single Tenant (83)

Footnotes:

1. May not be used to edit an enterprise geodatabase via Direct Connect.
2. Not for use in navigation.
3. Licensed for personal, noncommercial use only.
4. – Limited to 1 four-core server.
– Can be installed on a separate machine.
5. Real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); and (ii) Value-Added Applications/Customer Applications whose purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
6. For ArcGIS StreetMap Premium North America 2024 Release 2, ArcGIS StreetMap Premium Europe 2024 Release 1, ArcGIS StreetMap Premium Latin America 2024 Release 1, ArcGIS StreetMap Premium Asia Pacific 2024 Release 1, ArcGIS StreetMap Premium Middle East & Africa 2024 Release 1, and subsequent releases, real-time navigational guidance, synchronized multi-vehicle routing and synchronized route optimization is permitted, except as follows: (i) in-vehicle systems integration (e.g. vehicle sensors, driver assistance, autonomous vehicles); or (ii) Value-Added Applications/Customer Applications whose purpose is to target consumers for the primary purpose of providing real-time routing and/or navigation.
7. Customer is not permitted to run scheduled operations (i.e., batch processing) on more than one machine when logged in with a Named User license.
8. Use of the United States Environmental Protection Agency AERMOD Dispersion Modelling System in ArcGIS is for plume approximation only (i.e., for non-regulatory use applications) and is not intended to support engineering certified submission of output simulations or models.
9. For ArcGIS Enterprise version 11.5 and subsequent releases, an initial ArcGIS Knowledge Server four (4) core license includes an ArcGIS Data Store graph store deployment limited to twenty-four (24) cores on a single-machine or three-machine cluster. Additional ArcGIS Knowledge Server cores must be licensed to increase the number of Knowledge Server cores and/or ArcGIS Data Store graph store machine deployments.
10. Session tokens may only be used per Value Added Application / Customer Application per device. Programmatic use of session tokens (e.g., exporting volumes of basemap tiles) is not permitted.
11. Applications built with ArcGIS AppStudio Developer Edition are subject to the terms of use for ArcGIS Runtime Deployment License.
12. Customer may store ArcGIS StreetMap Premium for ArcGIS GeoAnalytics Engine output for internal business use.
13. Reserved.
14. Reserved.
15. Licensed as a Deployment License.
16. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users or third parties to use anywhere not prohibited under applicable export regulations.
17. Customer shall not redistribute Oracle Instant Client libraries or their documentation that is included with this Product. Oracle is a third-party beneficiary of this Agreement solely with respect to Customer's use of the Oracle Instant Client libraries. The Uniform Computer Information Transaction Act (UCITA) shall not apply to Customer's use of the Oracle Instant Client libraries.
18. When using a license string as the license enablement technology, a Deployment License is required per Value-Added Application, per user, per device.
19. License may not be used to develop Internet or server-based Value-Added Applications.
20. Licensed as a Redistribution License.
21. Reserved.
22. a. An end user must acquire a license in either ArcGIS Engine for Windows/Linux Software or other ArcGIS Desktop Software (Basic, Standard, or Advanced) to obtain the right to run an ArcGIS Engine application on 1 computer; and
b. The ArcGIS Engine for Windows/Linux extensions shall not be used in combination with ArcGIS Desktop Software to run ArcGIS Engine Value-Added Applications. A single user can have multiple ArcGIS Engine Value-Added Applications installed on 1 computer for use only by that end user.

23. System to System Communication. Customer may use a Viewer (or higher) Named User Credential to enable read-only or a Contributor (or higher) Named User Credential for read-write system-to-system communications from ArcGIS Enterprise or ArcGIS Online to other third-party, enterprise business system(s) in Customer's organization ("System-to-System Authorized Named User Credential"). A System-to-System Authorized Named User Credential may only be used for system-to-system communications purposes such as scheduled bulk data transfers and similar purposes. Each individual third-party system communications must use separate System-to-System Authorized Named User Credentials that may not also be used by a Named User for other purposes.
24. Software may be used only for the purposes of development, testing, and demonstration of a prototype Value-Added Application and creating map caches. Customer may use Value-Added Applications and map caches with ArcGIS Enterprise Staging Server Licenses and Deployment Server Licenses. Software and Data may be installed on multiple computers for use by any ArcGIS Developer Subscribers with Builder or higher plan subscriptions, and/or ArcGIS Developer Bundle; all other Software is licensed as a Single Use License.
25. Reserved.
26. Reserved.
27. May not be used to generate revenue by providing services to third parties.
28. Use is limited to 10 concurrent end users of applications other than ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup applications. This restriction includes use of ArcGIS Desktop Software, ArcGIS Engine Software, and third-party applications that connect directly to any ArcGIS Enterprise Workgroup or ArcGIS GIS Server Workgroup geodatabase. There are no limitations on the number of connections from web applications.
29. Software requires a supported version of SQL Server Express. Supported versions are listed with the system requirements for the product on the Esri website.
30. All components must be installed on a single server.
31. Includes a Failover License.
32. The use of this Software does not include a pilot's license (e.g., FAA, EASA, etc.) to operate a drone.
33. Customer may only use online storage provided with this Software to store Customer Content collected or processed through this Software.
- 34–38. Reserved.
39. Any editing functionality included with ArcGIS GIS Server is not permitted for use with ArcGIS GIS Server Basic and ArcGIS GIS Server Workgroup Basic.
- 40–46. Reserved.
47. Customer may develop and distribute Value-Added Applications that use Esri File Geodatabase API to Customer's end users.
- 48–61. Reserved.
62. Value-Added Applications must be used in conjunction with other Esri Products.
63. Value-Added Application for web deployment must be used in conjunction with other Esri Products.
64. Third-party technologies may be used in conjunction with Value-Added Applications as long as the Value-Added Applications are always used in conjunction with other Esri Product(s).
65. May only be used in conjunction with other Esri Product(s). Third-party technologies may also be used in conjunction with ArcGIS Earth as long as ArcGIS Earth is always used in conjunction with other Esri Products.
66. Only Customers with a paid Online Services subscription for stored geocodes may store geocoded results generated by World Geocoding Service. Customer may continue to store geocoded results generated through a paid subscription.
67. Limited to 250,000,000 geocodes per annual subscription.
68. Customer may use the data accessible through Infographics Service for display purposes only and may not save any data accessible through this service.
69. May be used for any business purpose of Customer's organization.
70. May be used for development and test purposes for Customer's organization.
71. May be used for teaching purposes in educational organizations.
72. May be used for the internal business purposes of Customer's organization.
73. Reserved.
74. May be used for personal use.

75. Customer may enable third-party use of Value-Added Applications only by publicly sharing the Value-Added Application(s) using Sharing Tools. Customer may not use this subscription to power a Value-Added Application for its own internal business use unless Customer is an educational institution using the Value-Added Application for teaching purposes only, a qualified NGO/NPO organization, or a media or press organization.
76. Customer is not permitted to create private groups or participate in any private groups.
77. Customer may distribute Value-Added Applications to third parties for a fee that are solely enabled through third parties ArcGIS Online and/or ArcGIS Enterprise Named User licenses.
78. Includes a Commercial App Deployment license.
79. Reserved.
80. May permit registered students of an education institution to directly access the Online Services and share a single subscription between more than 1 registered student for teaching purposes only.
81. Reserved.
82. A Named User may embed their Named User Credential in a script solely for the purpose of automating a workflow to be used exclusively by the Named User whose Named User Credential is embedded in the script.
83. Customer must use a separate ArcGIS Project Delivery Subscription for each Customer client ("Client"). Customer may use the ArcGIS Project Delivery Subscription (i) solely to collaborate on project work with its Client; (ii) sub-license the Named User License(s) to Client and any third-parties ("Stakeholders"), identified by the Client as representing the Client in any project, to collaborate on project work that Customer performs for the sole benefit of the Client. Client and Stakeholders may not use the Named User License(s) for any other purpose. Customer is solely responsible for Client's and Stakeholders' compliance with these terms of use and will ensure that Client and Stakeholders stops using the ArcGIS Project Delivery Subscription when a project ends.
84. Reserved.
85. Software licenses and subscriptions included with ArcGIS Hub may only be used to support the community initiatives enabled by ArcGIS Hub. Customer may allow 3rd parties to be Named Users of ArcGIS Hub for the sole purpose of engaging in community activities. Customers may allow employees, agents, consultants, or contractors to be Named Users of ArcGIS Hub for the sole purpose of administering, configuring, maintaining, and supporting community initiatives through ArcGIS Hub. No other use of software licenses and subscriptions included with ArcGIS Hub is permitted.
86. Customer may use the software licenses and subscriptions included with ArcGIS Indoors solely to enable the capabilities of ArcGIS Indoors as defined in the ArcGIS Indoors Documentation. No other use of software licenses and subscriptions included with ArcGIS Indoors is permitted.
87. Reserved.
88. Reserved.
89. Customer may distribute directly, or through its sales channels, revenue-generating Value-Added Applications, that access ArcGIS Location Platform through Authentication, to third parties. All revenue-generating Value-Added Applications are required to use Authentication when accessing ArcGIS Location Platform.
90. Customer may have multiple subscriptions within their organization for development and test purposes. Customer may only use one subscription within their organization for use with deployed Value-Added Applications.
91. Reserved.
92. Customer is only permitted to create private groups or participate in private groups within the development and test ArcGIS Online Organization Subscription included with the ArcGIS Developer Subscription.
93. Reserved.
94. Reserved.
95. Reserved.
96. Customer may use ArcGIS Image services for interactive, non-programmatic access by Named Users only. Programmatic use of the ArcGIS Image services (e.g., batch classification, deep learning, etc., or exporting volumes of data larger than 10MB at a time) are not permitted.
97. Customer's end users who are prompted for an API key for use with a third party's Value-Added Application must generate such API keys through an ArcGIS Location Platform. API keys generated through an ArcGIS Online account are not permitted in this scenario.

98. Reserved.
99. The user types included with ArcGIS Indoors Maps are licensed solely for use to enable the capabilities as defined in the product documentation for ArcGIS Indoors Maps, ArcGIS Indoors Spaces, and ArcGIS IPS.
100. Customer may only use ArcGIS Indoors user types for use with Value-Added Applications created specifically to work with ArcGIS Indoors Maps, Spaces, and ArcGIS IPS.
101. An ArcGIS Indoors Spaces license is required to use either Workspace Reservations or Space Planner.
102. Each Disconnected Plan is limited to one production cluster.
103. May include Online Services or Software capabilities, utilized through a consumption-based model as described in the Ordering Document or Documentation. Online Services and Software capabilities have different units of consumption associated with them (examples of which include ArcGIS Online credits, core hours, or capacity). For Esri Offerings that enable access to Online Services or Software capabilities through an allocated or pre-paid units of consumption model, use of the consumption-based Online Services or Software capabilities reduce the number of allocated or pre-paid units of consumption that could be applied to the use of the Online Services or Software. Esri will provide Customer with advance notification when Customer's allocated or pre-paid units of consumption nears exhaustion. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based capabilities of Online Services or Software when consumption reaches 100 percent of the total allocated or pre-paid amount. Customer may purchase additional units as needed to enable the continued use of the applicable consumption-based Online Services or Software capabilities. If Customer does not purchase additional units, Customer risks continuing to incur charges for continued storage of Customer Content in ArcGIS Online. Certain Online Services or Software allow Customer to enable overages for consumption-based capabilities. If overages are enabled by Customer, Esri will invoice monthly in arrears, or charge a credit card on file, and Customer is responsible for paying fees incurred at the then-current rate. Esri reserves the right to restrict or suspend Customer's access to the applicable consumption-based Online Services or Software capabilities if Customer has a past due amount. Esri will promptly restore Customer's access to the applicable consumption-based capabilities once Customer pays the past due amount and funds access to the consumption-based capabilities.
104. ArcGIS Cloud Store connection files (ASC files) pre-installed on virtual Pro Machines may not be copied or otherwise transferred to any other device.
105. Customer may use the SDKs or APIs to create Value-Added Applications and distribute and license those Value-Added Applications to its end users to use anywhere not prohibited under applicable export regulations.
106. Customer may not exceed 500 GB feature data store using Standard Feature Data Store. Customer may not exceed the storage limit enabled for their subscription.
107. May include image detection or obfuscation capabilities. Customer must review outputs and manually adjust any information that might be missed by the technology.
108. Customer must opt-in to access and use Artificial Intelligence (AI) capabilities, which are available through third-party APIs and offered subject to the third-party terms and privacy policies.
109. Basemap Styles are for use only with ArcGIS Location Platform Basemap Services.

ATTACHMENT D
SAMPLE TASK ORDER
 Esri Agreement No. _____
 Task Order No. _____

1. Task Order No.
2. Project Information
<The information in this section will be completed by Customer.>
 - A. Project Title:
 - B. Project Summary
 - i. Project Purpose:
 - ii. Project Description:
 - iii. Project Scope of Work and Deliverables:
3. Schedule and Price
<The information in this section will be completed by Esri and approved by Customer prior to performing any work.>

- A. Project Schedule/Timeline
<Insert a project schedule and a timeline that clearly outline the work and deliverables and the time it will take to complete the work, provide the deliverables and complete the overall project.>

- B. Price of Project
 Provide the Price in U.S. dollars.
 Use the following table for Time and Material Task Orders

Expenditure <i><insert applicable terms></i>	Totals
Service Cost	
Hourly Service Rate	\$
Number of hours to complete project	x
Total Service Price	\$
Reimbursable	
Data	\$
Printing	\$
Travel	\$
Other:	\$
Other:	\$
Total Projected Reimbursable Price	\$
Total Not-To-Exceed Project Price (Service Price and Reimbursable)	\$

- C. Reimbursable Costs:

<Provide an explanation for all projected reimbursable costs listed in Item B above.>

D. Additional Services and Changes to this Task Order

Esri shall not perform services based on any changes to this Task Order without a written, duly signed amendment. No services will be paid for unless authorized by written Task Order prior to the performance of such services. The Client's Vice President of Information Technology or designee will have the authority to execute any Task Order. No services will be initiated by Esri until Esri receives the purchase order which will include the final executed Task Order.

4. Payment Method and Schedule

<insert for projects one month and less>

Projects that are completed within one month or less will be paid in full upon completion of the project by Esri and acceptance by Customer.

<insert for projects 30 to 90 days>

Projects with an anticipated duration of less than 90 days will be paid in three installments of 25% of the total amount due at 30 days from commencement of services, 25% of the total amount due at 60 days from commencement of services, and the final 50% due upon full completion and acceptance of all deliverables by Customer.

<insert for projects exceeding 90 days>

Projects with an anticipated duration of more than 90 days will be paid in four equal installments at the 25%, 50% and 75% completion milestones with the final installment to be paid upon full completion and acceptance of all deliverables by Customer.

Esri must submit invoices to Customer at the appropriate intervals as specified in the Agreement. Invoices must include a brief summary report of Esri's activities under the Agreement during the billing period and supporting documentation for all reimbursable expenses, as applicable.

Acknowledgement of Acceptance

Esri agrees and accepts the terms of this Task Order No. _____ as detailed above.

Environmental Systems Research Institute, Inc.

BY:

Signature of Authorized Official

Printed Name

Title

Date

Hillsborough County Aviation Authority

BY: _____

Signature of Authorized Official

Printed Name

Title

Date

**ATTACHMENT E
TIME AND MATERIALS RATE SCHEDULE**

Effective January 1, 2025 to December 31, 2026

Hourly time and materials labor rates have been provided in the tables below for each labor category for calendar years 2025 through 2026. The hourly labor rates for services that are performed after 2026 may be escalated in an amount not to exceed five percent (5%) each year.

Esri Site Calendar Year Rates

Labor Category	2025	2026
Technology Consultant/Engineer (S1)	\$301	\$316
Senior Technology Consultant/Engineer (S2)	\$388	\$407
Principal Technology Consultant/Engineer (S3)	\$477	\$500
Consultant/Project Manager (M1)	\$364	\$382
Senior Consultant/Project Manager (M2)	\$458	\$480
Principal Consultant/Program Manager (M3)	\$606	\$636
Technology Support Specialist (DB)	\$251	\$263

Client Site Calendar Year Rates

Labor Category	2025	2026
Technology Consultant/Engineer (S1)	\$341	\$356
Senior Technology Consultant/Engineer (S2)	\$428	\$447
Principal Technology Consultant/Engineer (S3)	\$517	\$540
Consultant/Project Manager (M1)	\$404	\$422
Senior Consultant/Project Manager (M2)	\$498	\$520
Principal Consultant/Program Manager (M3)	\$646	\$676
Technology Support Specialist (DB)	\$291	\$303

“Esri Site” refers to work completed at an Esri location.

“Client Site” refers to work completed onsite at the Licensee/client location in Hillsborough County, Florida.

GIS Technical Specialist/Engineer (S1)

Staff members in this labor category work collaboratively with software designers to perform software coding and the writing of software Documentation according to design specifications developed by senior technical staff described above. As a group, these staff members are experienced in the coding of software and the creation of digital databases, as well as in software development associated with Esri's commercial off-the-shelf (COTS) software products; Web, desktop, or server software development languages; geospatial data formats; and other technologies. These individuals also develop effective database designs, implement data conversion processes and procedures, and perform software and database quality control.

GIS System/Software Developer (S2)

Staff members in this labor category support the design of technical project specifications for the implementation of application software projects and database development projects. They support the day-to-day technical activities of the project team and ensure that standard system methodologies are employed. They also perform detailed software design and detailed database conversion design and are directly involved in the coding and implementation of complex and strategic portions of application software and database conversion projects. As a group, these staff members are proficient in Esri COTS software products; Web, desktop, and server software development languages; geospatial data formats; and other technologies. These staff members design and develop QA/QC programs and support design and code reviews, database reviews, and other QA/QC activities throughout the project life cycle.

Senior GIS System/Software Architect (S3)

Staff members in this labor category provide the overall technical vision and system architecture for large, complex systems. They support the application of sound software engineering principles and life cycle methodologies to programs/projects. These individuals are actively involved in systems architecture design, application software design, database process design, and the directing of coding development including the supervision of design and code reviews. These staff members may serve as principal investigators in focused studies or research and development projects. Individuals in this labor category have broad technical knowledge of GIS applications and related information technologies and may also provide specific expertise in areas such as Web-based software applications, service-oriented architectures, data warehousing, spatial analysis, and modeling. As a group, these staff members are proficient with Esri COTS software products; software and database design methodologies; Web, desktop, and server software development languages; geospatial data formats; and other technologies.

GIS Consultant/Project Manager (M1)

Staff members in this labor category provide day-to-day consulting and management for contracted projects within Esri. These individuals work under the guidance of senior Esri managers described herein and support the design and implementation of project work plans. These staff members may provide consulting services and design and management support to software application development projects and database conversion projects. They may also conduct detailed requirements interviews, document application requirements, develop logical and physical database designs using standard engineering diagramming methodologies, design software and database QA/QC programs, and provide management oversight of daily technical activities. These staff members work with senior consulting and technical staff to design comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules. These individuals work with Esri administrative staff to ensure that progress and financial reporting are provided according to contract requirements.

Senior GIS Consultant/Project Manager (M2)

Staff members in this labor category work as project managers or project advisers, providing strategic consulting and project management activities for geographic information system (GIS) and information technology (IT) projects. These staff members have market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of a project. Consulting activities may include strategic planning, GIS workshops and seminars, requirements definition, application and database design, and system integration consulting. Management activities may include defining project requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. These individuals may also design

comprehensive work plans that employ standard system methodologies that define project deliverables and milestones and realistic schedules.

Principal GIS Consultant/Program Manager (M3)

Staff members in this labor category work as program directors or project advisers, providing project vision, strategic consulting, and program management activities for GIS and IT projects. These staff members apply market/application domain expertise using extensive experience in GIS and related geospatial technologies to support the successful completion of the program. Consulting activities may include strategic planning, review and oversight of requirements definitions, application and database design, and system integration consulting.

Management activities may include defining program requirements and objectives, establishing budgets and schedules, allocating staff and other resources, and managing and overseeing subcontractor activities. Staff members in this labor category work with senior client staff in coordination with Esri senior management to resolve issues and support successful project completion.

GIS Database Specialist/Analyst (DB)

Staff members in this labor category provide database development support in creating cartographic and digital data products. These staff members have expertise that includes the performance of hard copy to digital data conversion tasks, data migration, and translation activities utilizing advanced processing techniques in ArcGIS. These individuals design, develop, and implement efficient production tools and workflows in accordance with approved project plans and design parameters.

ATTACHMENT F
CUSTOMER POLICY P412, TRAVEL, BUSINESS DEVELOPMENT AND WORKING MEALS EXPENSES

PURPOSE: To provide that board members, the Chief Executive Officer, and Authority employees who properly incur travel expenses and business development expenses in conducting the business of the Authority are reimbursed for such travel expenses.

LEGAL CONSIDERATION: Section 6(2)(h) of the Hillsborough County Aviation Authority Act authorizes the Authority to reimburse Board members, the Chief Executive Officer, and all Authority employees for all travel expenses incurred while on business for the Authority. Section 6(2)(w) and 6(2)(xx) of the Hillsborough County Aviation Authority Act authorize the Authority to “[a]dvertise, promote and encourage the use and expansion of facilities under its jurisdiction” and do all acts and things necessary and convenient for promotion of the business of the Authority. Florida Administrative Code Rule 691-42.010 allows for reimbursement of specific incidental traveling expenses including actual portage charges and actual laundry, dry cleaning and pressing expenses in accordance with the Rule. Pursuant to policy, the Authority is allowed to incur business development expenses for meals, beverages and entertainment in order to highlight the numerous advantages and world class facilities of the Authority’s airport system and build relationships with airline executives, potential real estate partners, potential tenants and others.

POLICY:

A. Travel Purpose:

All Authority travel must provide benefit to the Authority. All travelers will exercise good judgment in incurring business and travel-related expenses. All travelers will comply with this Policy and Standard Procedure S412.01, Travel Expense and Subsistence.

B. Travel Approval:

1. All reimbursable travel for Board members and Authority employees will be approved by the Chief Executive Officer (CEO) or designee. The CEO will approve the travel for those individuals reporting directly to the CEO. All other employee’s travel will be approved by their Vice President. Such approval must be made in advance of travel for all Authority employees under the Director level.
2. To be reimbursed, all travel and reimbursable expenses must be incurred while on Authority business.

C. Travel by Air Carrier:

1. If the traveler elects to arrive earlier or stay later than reasonably necessary to conduct the required Authority business, the traveler will be responsible for all additional costs.
2. Authority employee reimbursements or advancements for travel will be based upon Coach Class fares (i.e. not First or Business Class airfare), supported by appropriate receipt.
3. If a board member, the CEO, a Vice President, or Assistant Vice President is traveling to a destination outside of the North American continent and the traveler is scheduled to engage in the business of the Authority within the next business day of arriving at the destination, or if the traveler commences the return trip within the next business day of engaging in the business of the Authority, such reimbursements or advancements may be made based upon Business Class airfare supported by appropriate receipt.

Any other Business Class travel for other Authority staff for travel outside of the North American continent must be approved in advance by the department Vice President.

4. All individuals traveling on behalf of the Authority may personally retain their frequent flyer mileage.

D. Registration Fees:

The traveler will be reimbursed for all registration fees at meetings and conferences, as well as fees for attending events which are not included in the basic registration fee and that directly enhance the public purpose of the Authority's participation at the meeting or conference.

E. Lodging:

Hotel or accommodation charges must be at a single occupancy rate and substantiated by an itemized receipt reflecting all charges for the entire stay. The traveler is expected to exercise his or her best judgment and reasonableness in the selection of lodging. The location of the hotel should be as convenient as possible to the place where the business of the Authority will be transacted.

F. Meals and Incidental Expenses:

Meals and incidental expenses within the continental United States will be reimbursed in accordance with the General Service Administration (GSA) meals and incidental expenses rate in effect for the destination city on the date travel was initiated. If the destination is not included in the GSA destination guide, the GSA rate for the listed city that is closest to the destination city or county for the destination city will be used.

Meals and incidental expenses for travel outside of the continental United States (including Hawaii, Alaska and Puerto Rico) will be reimbursed in accordance with the current rates as specified in the federal publication "Standardized Regulations (Government Civilians, Foreign Areas)".

Incidental expenses eligible for reimbursement are defined by Florida Statute Section 112.061 (8) (a) and include taxi fare, ferry fares, bridge, road and tunnel tolls, storage or parking fees, and communication expenses.

No allowance will be made for meals when travel is confined to the Authority's Metropolitan Statistical Area.

Reimbursement for meals which were also included in a conference or convention registration fee or a travel or lodging fee will be reimbursed only upon reasonable written explanation of expenses.

G. Other Travel Expenses:

Other travel expenses eligible for reimbursement as approved by the Florida Department of Financial Services pursuant to rules adopted by it include fees and tips given to porters, baggage carriers, bellhops or hotel maids, with the expense limited to \$1 per bag not to exceed a total of \$5 per incident; and actual laundry, dry cleaning and pressing expenses for official travel in excess of seven days and where such expenses are necessarily incurred to complete the official business.

Itemized receipts are required for reimbursement of all individual expenses which are higher than \$25.

H. Foreign exchange rates:

Authority will reimburse traveler for the difference between the official daily foreign exchange rate and the transaction rate, in addition to any applicable fees.

I. Travel by Personal or Rental Vehicle:

Board members, the CEO, Vice Presidents and Assistant Vice Presidents are authorized to use their personal vehicle or procure a rental vehicle if necessary to conduct Authority business, without advance approval. Utilization of a rental vehicle by all other Authority employees must be approved in advance of travel in writing by the employee's Vice President.

Except for travel within the State of Florida, utilization of a personal vehicle by all other Authority employees must also be approved in advance of travel in writing by the employee's Vice President. Reimbursement of mileage for authorized use of employee's personal vehicle will be at the Internal Revenue Service cents per mile rate in effect at the time of travel. Rental vehicles will be mid-size or smaller, unless three or more travelers are sharing the vehicle. Travelers will select the rental vehicle refueling option anticipated to be the most economical for the Authority.

J. Travel Report:

Prior to receiving final reimbursement for travel, all employees below the level of Director must submit to the employee's Vice President a report of the major accomplishments and benefits to the Authority as a result of the travel.

K. Travel by Consultants:

All consultants performing work for the Authority, or its contractors, will be reimbursed for travel expenses in accordance with this Policy.

L. Business Development Purpose:

All business development expenses incurred must provide benefit to the Authority. All employees will exercise good judgment in incurring business and travel-related expenses.

M Business Development Expenses:

1. Business development meal, beverage (including alcoholic), and other expenses may be incurred locally or while traveling. When the CEO, a Vice President, or an Assistant Vice President engage in business development activities that require meeting with non-Authority personnel, such employee may be reimbursed for actual, reasonable, and appropriately documented expenses related to the business development activity. These types of expenses for other Authority staff must be approved in advance by the department Vice President.
2. To qualify as business development, such an employee must (a) reasonably expect, and have as the primary motivation for the expenditure, that the Authority will derive revenue or another business benefit as a result of the business development activity; (b) incur the expense in a setting where the party being entertained would reasonably understand that the expenditure was for an Authority business objective; and (c) use the expenditure for the person from whom the Authority expects the business benefit, as well as for the employee and other Authority staff in attendance.
3. Alcoholic beverage expenses may only be incurred at business development events related to meetings including non-Authority personnel from organizations from which the Authority is reasonably expected to derive some revenue or financial benefit.
4. The employee must provide detailed itemized receipts for all business development expenses larger than \$25.

N Working Meals:

1. Expenditures for meals during business meetings between Authority employees or between Authority employees and individuals from outside organizations are allowable only (a) when there is a valid business need to have the meeting during a meal time (i.e., schedules will not accommodate the meeting at other times); (b) during periods of extended overtime (i.e. irregular operations, working on the budget or another major project); or (c) periodic full-day or half-day Authority-wide or department strategic planning sessions.

2. Business meals between Authority subordinates and supervisors will be infrequent and will occur only when there is no other time during which the meeting can be scheduled.
3. Notwithstanding subparagraph 2 above, Executive staff, Directors and Managers may occasionally purchase meals for employees provided the meals are reasonable and for the purpose of conducting Authority business and/or employee recognition. Such purchased meals by Directors or Managers must be approved in advance by the appropriate Vice President.
4. Meals shall not be provided for recurring meetings (i.e., weekly staff meetings).
5. Alcoholic beverages expenditures shall not be reimbursed or charged to the Authority under this section.
6. Reasonable expenditures for meals with Board members are reimbursable provided there is a valid business need to have the meeting during a meal time.
7. Working meals will be reimbursed upon presentation of appropriate documentation.

ATTACHMENT G SUPPLEMENTAL PROVISIONS

As used in this Attachment F (“Attachment”), “Agreement” shall mean the “Master Agreement”. During the performance of the Agreement, Esri to the limited extent that the following laws and regulations, by their terms, are expressly applicable to Esri’s delivery of Professional Services under the Agreement and impose obligations directly upon Esri in its role as an information technology services provider with respect to the Professional Services performed under the Agreement, agrees as follows:

ARTICLE 1—CONTRACTUAL TERMS

1.01 Definitions

The following terms will have the meanings as set forth below:

- A. **Accounts Payable:** The unit within Customer Finance Department that deals with accounts payable.
- B. **Customer Business Days:** 8:00 a.m. to 5:00 p.m., Eastern Time Zone, Monday through Friday, with the exception of Customer holidays.
- C. **Board:** Customer Board of Directors.
- D. **FAA:** The U.S. Department of Transportation Federal Aviation Administration or any successor thereto.
- E. **TSA:** The U.S. Department of Homeland Security Transportation Security Administration or any successor thereto.

ARTICLE 2—PAYMENTS

2.01 Invoices

Any invoices required by this Attachment will be created and submitted by Esri to Customer Finance Department via email to Payables@TampaAirport.com in a form acceptable to Customer and will include at a minimum the invoice date, invoice amount, dates of Services, and purchase order number.

2.02 Payment Method

Esri will receive electronic payments via Automated Clearing House (ACH). Customer reserves the right to request to modify the electronic payment methods and processes at any time. Esri may choose to change its selected electronic payment method during the Term of this Agreement.

In accordance with Florida Statutes 501.0117, companies that accept credit card as a valid form of payment are prohibited from imposing a surcharge.

2.03 Payment When Professional Services Are Terminated at the Convenience of Customer

In the event of termination of the Agreement for the convenience of Customer, Customer will compensate Esri as listed below; however, in no event shall Esri be entitled to any damages or remedies for wrongful termination.

- A. All work performed prior to the effective date of termination; and
- B. Expenses incurred by Esri in effecting the termination of this Agreement.

ARTICLE 3—NON-EXCLUSIVE

Esri acknowledges that Customer has, or may hire, others to perform services similar to or the same as that which is within Esri's Task Order Scope of Work issued under the Agreement. Esri further acknowledges that the Agreement is not a guarantee of the assignment of any work and that the assignment of work to others is solely within Customers discretion.

ARTICLE 4—ACCOUNTING RECORDS AND AUDIT REQUIREMENTS

ACCESS TO RECORDS AND REPORTS

Esri must maintain an acceptable cost accounting system. Esri agrees to provide the Customer, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Esri which are directly pertinent to this Agreement, excluding profit, overhead, general and administrative costs of Esri ("Records"), for the purpose of making audit, examination, excerpts and transcriptions. Esri agrees to maintain all books, Records and reports required under this Agreement for a period of not less than three years after final payment is made and all pending matters are closed.

Customer and Esri agree on a two-step process to validate payments under this Agreement: (1) Esri shall maintain complete and accurate records of the fees and expenses charged to Customer with respect to the Esri Offerings (as defined in the Master Agreement). If Customer or Esri believes that there has been an underpayment or overpayment of fees, the Parties shall enter into discussions to verify the disputed amounts by reviewing discrepancies and sharing applicable documentation (such as P.O.s, quotes, and invoices). If such review validates an overpayment or underpayment condition, then payments/outstanding amounts will be adjusted (paid or refunded) accordingly; and (2) after the conclusion of such discussions and payment adjustments, if made, during the Term of the Agreement, and upon reasonable notice to Esri, Customer shall be given access for auditing purposes to Esri's applicable records, documentation, files and inventory pertaining to this Agreement and the activities contemplated hereunder. Such audits shall be performed by Customer or its designee and there shall be no charge to Customer from Esri unless there is a scope limitation, then cost of audit will be the responsibility of Esri. If any audit determines that any fees invoiced and paid to Esri are more than the actual fees payable by Customer pursuant to this Agreement, Esri shall promptly refund to Customer all excess amounts for the overpayment. If any audit determines that any fees invoiced and paid to Esri are less than the actual fees due from Customer pursuant to this Agreement, Customer shall promptly pay Esri all deficient amounts for the underpayment.

In all cases, prior to initiating or requesting an audit, Customer shall first request Esri to verify or validate prior payments or disputed amounts against the Agreement ordering documents. Audits conducted pursuant to this Section shall be in accordance with generally accepted auditing standards and established procedure and guidelines of the reviewing or auditing agency, and shall exclude records pertaining to Esri company financials, overhead, burden pools, G&A, profit and the like.

Esri agrees to deliver or provide access to all Records directly pertinent to this Agreement requested by the Customer within twenty (20) days of the request. Esri will be in breach of this Agreement if Esri fails to provide requested Records in accordance with this Article and fails to cure such breach.

In accordance with Section 20.055, F.S., Esri shall cooperate with the Office of the Inspector General in any investigation, audit, inspection, review or hearing; and shall grant access to any records, data or other information of the Office of the Inspector General deems necessary to carry out its official duties.

ARTICLE 5—COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS

During the performance of the Agreement, Esri, for itself, its assignees and successors in interest, agrees as follows:

- 5.01 Compliance with Regulations. Esri will comply with Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are incorporated herein by reference and made a part of the Agreement.

- 5.02 Nondiscrimination. Esri, with regard to the work performed by it under the Agreement, will not discriminate on the grounds of race, color, or national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Esri will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21. During the performance of the Agreement, Esri, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:
- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
 - B. 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
 - C. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - F. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
 - H. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
 - I. The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); and
 - J. Title IX of the Education Amendments of 1972, as amended, which prohibits Esri from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
- 5.03 Solicitations for Subcontracting. In all solicitations either by competitive bidding or negotiation made by Esri for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier must be notified by Esri of Esri’s obligations under the Agreement and the Nondiscrimination Acts and Authorities related to race, color or national origin.
- 5.04 Information and Reports. Esri will provide all information and reports required by the Nondiscrimination Acts and Authorities, the Regulations or directives issued pursuant thereto and will permit access to books, records, accounts, and other sources information and its facilities as may be determined by Customer or the FAA to be pertinent to ascertain compliance with Nondiscrimination Acts and Authorities and instructions. Where any information required of Esri is in the exclusive possession of another who fails or refuses to furnish this

information, Esri will so certify to Customer or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5.05 Sanctions and Noncompliance. In the event of Esri's non-compliance with the non-discrimination provisions of the Agreement, Customer will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to, (a) withholding of payments to Esri under the Agreement until Esri complies, and/or (b) cancelling, terminating or suspending the Agreement, in whole or in part.
- 5.06 Incorporation of Provisions. Esri will include the provisions of Paragraphs 5.01 through 5.05 in every subcontract and subconsultant contract, including procurement of materials and leases of equipment, unless exempt by the Nondiscrimination Act and Authorities, the Regulations, and/or directives issued pursuant thereto. Esri will take such action with respect to any subcontract or procurement as Customer or the FAA may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provided, that if Esri becomes involved in or is threatened with litigation with a subcontractor or supplier because of such direction, Esri may request Customer to enter into such litigation to protect the interests of Customer and. In addition, Esri may request the United States to enter into such litigation to protect the interests of the United States.
- 5.07 Esri assures that, in the performance of its obligations under the Agreement, it will fully comply with the requirements of 14 CFR Part 152, Subpart E (Non-Discrimination in Airport Aid Program), as amended from time to time, to the extent applicable to Esri, to ensure, among other things, that no person will be excluded from participating in any activities covered by such requirements on the grounds of race, creed, color, national origin, or sex. Esri, if required by such requirements, will provide assurances to Customer that Esri will undertake an affirmative action program and will require the same of its subconsultants.

ARTICLE 6—CUSTOMER APPROVALS

Except as otherwise specifically indicated elsewhere in the Agreement or this Attachment, wherever in the Agreement or this Attachment approvals are required to be given or received by Customer, it is understood that the CEO, or designee, is hereby empowered to act on behalf of Customer.

ARTICLE 7— GLOBAL POSITIONING SYSTEM (GPS)

Esri Offerings may include components or libraries provided by third parties ("Dependencies"). Esri does not guarantee the availability or maintenance of such Dependencies. To the extent required by applicable law, Esri will disclose information regarding Dependencies used in the Software or Services.

ARTICLE 8—COMPLIANCE WITH LAWS, REGULATIONS, ORDINANCES, RULES

Esri, its officers, employees, agents, subcontractors, or those under its control, will at all times comply with applicable federal, state, and local laws and regulations, Customer Rules and Regulations, Policies, Standard Procedures, and Operating Directives, and all applicable health rules and regulations and other mandates specified in the Agreement. Esri, its officers, employees, agents, subcontractors, and those under its control, will comply with safety, operational, or security measures required of Esri or Customer by the Federal Government including but not limited to FAA or TSA as documented in a Task Order.

ARTICLE 9—PROHIBITION AGAINST CONTRACTING WITH SCRUTINIZED COMPANIES

Esri is required to complete [Attachment J](#), Scrutinized Company Certification, at the time the Agreement is executed and to complete a new Attachment J for each renewal option period, if any.

This Agreement will be terminated in accordance with Florida Statute Section 287.135 if it is found that Esri submitted a false Scrutinized Company Certification as provided in Florida Statute Section 287.135(5), has been placed on the Scrutinized Companies or Other Entities that Boycott Israel List, or is engaged in a boycott of Israel.

ARTICLE 9—RIGHT TO AMEND

In the event that the United States Government including but not limited to the FAA and TSA, or its successors, Florida Department of Transportation, or its successors, or any other governmental agency requires modifications or changes in this Agreement as a condition precedent to the granting of funds for the improvement of the Airport, Esri agrees to consent to review and mutually agree any such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this Agreement as may be reasonably required to obtain such funds; provided, however, that in no event will Esri be required, pursuant to this paragraph, to agree to an increase in the charges provided for hereunder.

ARTICLE 10—FAA APPROVAL

The Agreement may be subject to approval of the FAA. If the FAA disapproves the Agreement, it will become null and void, and both Parties will bear their own expenses relative to the Agreement. In the event of FAA disapproval, Esri has the right to terminate the Agreement.

ARTICLE 11—E-VERIFY REQUIREMENT

In accordance with the State of Florida, Office of the Governor, Executive Order Number 11-116 (Verification of Employment Status) and Fla. Stat. Section 448.095 Esri, and any subcontractor thereof, is obligated to register with and use the Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of Esri or subcontractor. If Esri enters into a contract with a subcontractor, Esri must require the subcontractor to provide an affidavit stating that the subcontractor uses the E-Verify system and does not employ, contract with, or subcontract with an unauthorized alien.

ATTACHMENT H ESRI SECURITY ADDENDUM

1.0 SCOPE – ARCGIS ONLINE

The purpose of this Security Addendum (this “**Addendum**”) is to identify the security requirements and controls’ framework and capabilities that apply to Esri’s provision of ArcGIS Online as US-based operations (“**ArcGIS Online**”) to Customer. ArcGIS Online is a secure, reliable geographic multitenant information system (GIS) delivered using the software-as-a-service (SaaS) model. Esri’s obligations under this Addendum will continue until the Customer’s use of ArcGIS Online ends.

These security requirements do not apply to (i) Customer Content uploaded to servers located outside of the United States (see, Section 5.0 Regions - Redundancy); (ii) Customer’s equipment, network, infrastructure, information systems; (iii) Customer’s data that resides on the Customer’s side of the firewall; (iv) Customer’s data provided to Esri as part of a Professional Services engagement (e.g., development or consulting services); or (v) Customer’s data accessed by Esri as part of the provision of maintenance and tech support (please see the Maintenance and Support Program, available on Esri’s website via the following link: [Maintenance & Support Program and Product Lifecycle Support Policy | Esri Legal](#)).

2.0 SECURITY CAPABILITIES; SECURITY POLICIES

Esri publishes its security and privacy capabilities at <https://trust.arcgis.com>. Further, Esri has a formal System Security Plan and a Corporate Security Policy in place, authorized by Esri’s executive management, which establish the responsibility and authority of Esri’s information security program and its Authorized Personnel and which Esri does not share with customers. In addition, Esri has implemented a Risk Assessment Process as part of its Continuous Monitoring Plan, which includes the generation of a Plan of Action and Milestones. Esri’s System Security Plan and Corporate Security Policy are reviewed and updated at least annually.

Esri makes available its self-assessment (Star Level 1) answers to the Cloud Security Alliance (CSA) Consensus Assessment Initiative Questionnaire (CAIQ) for ArcGIS Online at the following weblink: [Consensus Assessments Initiative Questionnaire \(CAIQ\)](#), which is found on the Documents page of the Trust Center website.

3.0 DEFINITIONS

Any capitalized term in this Addendum that is not specifically defined in this Addendum shall have the meaning ascribed to it in the agreement (the “Agreement”) to which this Addendum is attached.

“**ArcGIS Online**” means the secure mapping and spatial analysis ‘off-the-shelf’ software as a service platform offered by Esri to Customer as a web mapping platform.

“**Authorized Personnel**” means Esri’s employees and contractors, and who access and/or process Customer Content in connection with Esri’s provisioning to Customer of ArcGIS Online. Esri’s ArcGIS Online operations team maintains records of access control grants to all Authorized Personnel.

“**Cloud Service Providers**” means Amazon Web Services and Microsoft Azure.

“**FedRAMP**” means the Federal Risk and Authorization Management Program that provides a standardized approach to security assessment and authorization for cloud computing service offerings. A cloud service offering may be authorized through an individual agency or the Joint Authorization Board.

“**Information Security System**” means a discrete set of information resources organized for the storage, processing, maintenance, usage, transmittal, or disposition of information.

“**Security Incident**” means a breach of security that has occurred, as confirmed by Esri upon diligent investigation, and that involves the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Content, on information systems managed or otherwise controlled by Esri. A Security Incident does not include unsuccessful attempts or activities that do not compromise the security of Customer Content, including unsuccessful login attempts, pings, port scans, denial-of-service attacks, and other network attacks on firewalls or networked systems.

4.0 FEDRAMP / NIST COMPLIANCE AND THE FEDRAMP MARKETPLACE

ArcGIS Online is certified as FedRAMP Moderate as shown on the FedRAMP Marketplace available at [FedRAMP Marketplace](#), and Esri's security framework is fully aligned with NIST SP 800-53 security controls (Rev. 4 and Rev. 5). NIST SP 800-53 provides strong security and privacy controls for the protection of the confidentiality, integrity and availability of Customer's Content uploaded to ArcGIS Online. ArcGIS Online does not undergo a separate ISO 27001 certification as the FedRAMP authorization meets requirements for equivalent or better security assurance. Customers utilizing ArcGIS Online US-based operations and who prefer referencing the international standard for assurance purposes can rely on the mapping document available at the following weblink: [ISO 27001 to FedRAMP Moderate Rev5 Control Mapping](#). FedRAMP Authorized is a designation provided to cloud service providers (CSPs) that have successfully completed the FedRAMP Authorization process with the Joint Authorization Board (JAB) or a federal agency. Esri's third-party Cloud Service Providers are fully compliant with FedRAMP and NIST SP 800-53 (Rev. 4 and Rev. 5) and are ISO 27001 certified.

FedRAMP is a United States government-wide program that offers a standardized approach in security assessment, authorization, and continuous monitoring in cloud products for all customers. FedRAMP includes an annual audit of an organization's security program by a certified independent auditor ("**Third Party Assessment Organization**") across security controls and is frequently considered as the gold standard for security assurance of cloud service offerings.

5.0 REGIONS – REDUNDANCY

Cloud Service Providers provide multiple availability zones as well as regions for redundancy. By default, all ArcGIS Online customer data resides on United States soil (US-based servers) within the confines of the Amazon Web Services US Regions (East, West), and Microsoft Azure US Regions (South Central, East, West). Customers can specify a different region for their data storage. The two alternative regional data hosting locations are the European Union (EU1) and Asia Pacific (AP1) regional offerings. Customers are responsible for the backup of their Customer Content uploaded to ArcGIS Online. Esri is responsible for the backup of the infrastructure.

6.0 MULTITENANT ENVIRONMENT – AMAZON WEB SERVICES (AWS) AND MICROSOFT AZURE

ArcGIS Online is provided to customers as an off-the-shelf SaaS offering and is operated by the Cloud Service Providers, which provide the physical assets for ArcGIS Online as third-party cloud services providers and not as Esri's subcontractors. The Cloud Service Provider's policies are reviewed and approved by applicable company leadership at least annually or an as needed basis. ArcGIS Online cloud infrastructure providers have physical security measures for their data centers that comply with high industry standards for physical security controls. For more information, visit their respective compliance sites. Amazon Web Services and Microsoft Azure utilize segregation of duties for critical functions to minimize the risk of unintentional or unauthorized access or change to production systems. ArcGIS Online Products that are currently not FedRAMP authorized inherit the security assurance level of Esri's Cloud Service Providers, as described in the customer responsibility matrix provided by Amazon Web Services and Microsoft Azure and available via the following weblinks:

Microsoft Azure: <https://learn.microsoft.com/en-us/azure/security/fundamentals/shared-responsibility>;

AWS: <https://aws.amazon.com/compliance/shared-responsibility-model/>.

7.0 SEGREGATION OF DUTIES

Esri utilizes general security principles of segregation of duties and least privilege with respect to access to Customer Content, including the ability to disable both Esri's Authorized Personnel's and Customer's end users' accounts and remediation for excess access authorization.

Customer retains the ability to manage segregation of duties of their ArcGIS Online organization resources. For information on user types, roles and privileges, see the following link: [User types, roles, and privileges—ArcGIS Online Help | Documentation](#).

8.0 ACCESS TO CUSTOMER'S SYSTEMS OR NETWORK

In its provision of ArcGIS Online, Esri does not access Customer networks, information systems, or equipment, except if requested by Customer in connection with maintenance and technical support.

9.0 SECURITY REQUIREMENTS – GENERAL

9.1 Application. The security requirements found in this Addendum apply to all Customer Content which is uploaded by Customer to ArcGIS Online and stored, processed and transmitted by Esri as part of its provision of ArcGIS Online to Customer. Customer Content will remain the sole property of Customer and Esri will not use the Customer Content for any purpose other than to perform its obligations in the provision of ArcGIS Online to Customer. Customer is responsible for management of the data that Customer uploads to ArcGIS Online.

9.2 Security control requirements. Esri shall implement and maintain, during the term of the Agreement and until the Customer's use of ArcGIS Online ends, security and privacy controls for its information systems designed to protect the confidentiality, integrity and availability of Customer Content, as well as the continuity of operations for information systems, in alignment with FedRAMP moderate security requirements and with NIST Special Publication 800-53 (Rev. 4 and Rev. 5) security controls. Changes to Esri's cybersecurity policy, including security updates and security patches applied to ArcGIS Online are available via Esri's Trust Center, under Overview, Announcements. Customer may subscribe to the RSS feed available on that webpage.

9.3 FedRAMP Assessment Report. Upon Customer's written request, which shall not be made more than once per calendar year, and pursuant to a mutually executed nondisclosure agreement provided by Esri, Esri will provide to Customer a copy of its FedRAMP Assessment Report.

9.4 Audits – Penetration Testing. As part of ArcGIS Online FedRAMP Authorization continuous monitoring, ArcGIS Online undergoes an annual audit and penetration testing by the Third-Party Assessment Organization. Upon Customer's written request, which shall not be made more than once per calendar year, and pursuant to a mutually executed nondisclosure agreement provided by Esri, Esri will provide to Customer a summary of the audit and / or of the penetration testing report. Customer will not audit Esri's information systems or facilities.

9.5 Security Questionnaires. Customer may provide to Esri a security questionnaire regarding ArcGIS Online pursuant to a written request which shall not be made more than once per calendar year; Esri will respond to the security questionnaire pursuant to a mutually executed nondisclosure agreement provided by Esri.

10.0 ADDITIONAL SECURITY REQUIREMENTS

10.1 - Software

10.1.1 Built-in Security and Privacy. Esri utilizes the Building Security In Maturity Model (BSIMM) as the backbone to measure its efforts to immerse security throughout the development life cycle in the most effective manner for its products. Esri's Secure Development Lifecycle Overview may be accessed via the following link: [Secure Development Life Cycle overview](#). Esri maintains separate environments for development, testing and production, and implements separation of duties.

10.1.2 Antivirus and Malware. All Esri's information systems and Esri's administrators' and employees'/contractors' workstations and assets, including laptops and other mobile devices provided by Esri are configured with up-to-date antivirus software that includes e-mail filtering and malware detection. In addition, Customer Content uploaded to ArcGIS Online is scanned with antivirus software and files that contain malicious code are rejected from upload to ArcGIS Online. Esri employees and contractors are prohibited from accessing or storing Customer Content on any personal or third-party devices, including mobile devices, tablets, or personally owned laptops.

Esri implements secure coding guidelines and latest industry accepted practices for vulnerability management such as the Open Web Application Security Project (OWASP) Guide and the SANS CWE Top 25 controls to further ensure the security of its software. To the extent Esri provides third-party software or patches, Esri will use reasonable efforts to ensure that (i) the third party investigates whether computer viruses or malware are present in any software or patches prior to providing them to Customer and (ii) that the third-party will not insert any software code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality. In the event a software virus or other malware is found to have been coded or otherwise introduced into software provided to Customer, Esri will take commercially reasonable remedial action

and provide assistance to Customer to eliminate the software virus or other malware throughout Customer's affected information systems and computer systems.

10.1.3 Exploitable Vulnerabilities; Common Vulnerability Scoring System. ArcGIS Online has a vulnerability Risk Assessment Process in place as part of the continuous monitoring plan. This process is used to triage each reported security vulnerability or bug before it is submitted to the respective development team. Esri's Software Security and Privacy team notifies and coordinates with the appropriate Esri's Operations Teams when conducting security-related activities within the system boundary. Activities include vulnerability scanning, contingency testing, and incident response exercises. ArcGIS Online performs external vulnerability scans at least monthly and identified issues are investigated and tracked to resolution.

Security vulnerabilities are prioritized based on risk assessment. ArcGIS Online has a vulnerability Risk Assessment Process in place as part of the continuous monitoring plan. Esri utilizes third-party component analysis software when developing ArcGIS Online to identify potentially exploitable vulnerabilities and unsupported third-party components in order to make appropriate upgrades or updates. Esri utilizes the Common Vulnerability Scoring System (CVSS) to determine the potential severity of any vulnerability and adjust for applicable environmental factors. Esri addresses critical issues within 7 days, high issues within 30 days, medium issues within 90 days, and low issues within 180 days.

Prior to the delivery of ArcGIS Online to its Customers, Esri makes available to the Customers an available source of summary documentation of publicly disclosed vulnerabilities and material defects in ArcGIS Online, along with the potential impact of such vulnerabilities and material defects, the status of Esri's efforts to mitigate those publicly disclosed vulnerabilities and material defects, and Esri's recommended corrective actions, compensating security controls, mitigations, and/or procedural workarounds. The source available to Customer is found on Esri's Trust Center, by Overview > Announcements. Customer may subscribe to the RSS feed found on the webpage.

10.1.4 Firewall and Intrusion Detection. Esri implemented security controls that can detect and prevent attacks by making use of firewall and intrusion detection/prevention systems (IDS/IPS) in a risk-based manner (e.g., between the internet and DMZ, and between DMZ and internal servers that contain Customer's Contact). IDS/IPS high and critical priority alerts are continuously monitored and promptly responded to. Esri assets (e.g. laptops) are configured with anti-virus software that includes e-mail filtering, software firewalls, and malware detection.

11.0 NOTIFICATION OF A SECURITY INCIDENT TO CUSTOMER

11.1 Notification. Esri will notify the Customer within seventy-two (72) hours of an Esri confirmed Security Incident. Esri's notification of or response to a Security Incident under this Section 11.1 – Notification will not be construed as an acknowledgment by Esri of any fault or liability with respect to the Security Incident. Esri will (a) assist and coordinate with Customer's designated employees to investigate the Security Incident, and (b) take commercially reasonable measures, based on Esri's assessment of risk, to mitigate the effects of the Security Incident. Notifications made pursuant to this section 11.1 – Notification will describe, to the extent possible, and if known, the details of the Security Incident, including (i) a description of the nature of the event that caused the Security Incident, (ii) the suspected amount of Customer Content exposed or compromised, (iii) information addressing any new facts and circumstances learned after initial notice to Customer, (iv) steps taken to mitigate potential risks, and (v) steps Esri recommends that Customer take to address the Security Incident. Esri acknowledges that, in some instances, Customer may have a reporting obligation to regulators and/or other third parties in the event of a Security Incident and that Esri's compliance with the foregoing notification obligation is necessary for Customer compliance with regulatory and other legal obligations. Esri will not inform any third party of a Security Incident without first obtaining Customer's prior written consent, unless required by law or by a court order.

As agreed to by the parties, Esri will provide Customer with a written report describing the Security Incident, actions taken by Esri during its response, and Esri's plans for future actions to prevent a similar Security Incident from occurring. Esri does not provide incident logs to its customers. Esri may provide a root cause analysis and remediation plan upon Customer's request.

11.2 Customer's e-mail address for notifications. Esri will notify Customer of a Security Incident by contacting Customer's point of contact listed below [Customer may provide an alias e-mail instead]:

Name: Ray Secret
Title: Sr. Manager of Information Security Office
Telephone Number: (813) 205-1186
Email address: rsecret@tampairport.com

11.3 Customer notifications to Esri. Customer can report security issues or concerns via the Esri Trust Center by selecting the link “Report a Security or Privacy Concern” located on the Overview page. Customer will then be directed to the form available via [Report a Security or Privacy Concern | ArcGIS Trust Center | Documentation](#). Reported issues and concerns are managed by Esri’s Product Security Incident Response Team (PSIRT).

12.0 ENCRYPTION

ArcGIS Online utilizes encryption at-rest and in transit by default. Customer Content is encrypted at rest with AES-256, which is a FIPS 140-2 compliant encryption algorithm and in transit with HTTPS via TLS 1.2, in alignment with FedRAMP requirements. ArcGIS Online encryption keys are maintained by the ArcGIS Online operations team, but stored in Esri’s Key Management Service which is FIPS 140-2 compliant and also in alignment with FedRAMP requirements. In addition, endpoints are regularly validated against SSL Labs (Secure Socket Layer) and against dynamic scanners to test the SSL configurations and ensure encryption is in alignment with current industry recommendation.

13.0 MULTIFACTOR AUTHENTICATION

Customer is responsible to grant its employees access to its ArcGIS Online organizational subscription. All Customer ArcGIS Online administration personnel are required to have a unique user ID and password to access the system, as shared accounts are not leveraged. ArcGIS Online has the option to enable Multifactor Authentication (MFA) to identify credentials. For details, please review the resource provided via the following link: <https://doc.arcgis.com/en/arcgis-online/administer/configure-security.htm>.

ArcGIS Online aligns with NIST 800-63 identity management standards. Customer is responsible for enforcing the minimum password requirements that meet Customer’s applicable security policies. Customer should utilize ArcGIS Online organization specific logins to meet all organization username and password management requirements and for adherence to FedRAMP accreditation. Information regarding the configuration of customer-specific logins such as SAML (previously known as enterprise logins) is available through the following link: <http://doc.arcgis.com/en/arcgis-online/administer/enterprise-logins.htm>.

14.0 DISASTER RECOVERY / BUSINESS CONTINUITY

Esri has developed a Disaster Recovery Plan (DR) to ensure that it can restore its critical information systems with a minimum of interruption following a disaster. The DR test plans are exercised at least annually, results are documented, and processes or design changes are implemented. The plans include operation details and take into consideration several types of scenarios. Esri has implemented technological measures such as geographically separated server farms and distributed follow-the-sun technical support centers that further reduce the impact of a disaster. Esri also has established a Business Continuity planning team to develop, implement and maintain additional measures to ensure timely restoration of all critical business functions. These measures are centered around the organization’s business drivers and supported by Esri management. In planning for expected and unexpected incidents, Esri has considered strategies for critical activities, including: employee safety, communications, service and support to customers, payments to employees and vendors, service level agreements (internal and external) and strategies for revenue delay.

15.0 SERVICE LEVEL AGREEMENT

Esri publishes its ArcGIS Online Service Level Agreement (SLA) on the [Documents](#) page of the ArcGIS Trust Center.

16.0 SECURITY LOGS

Audit logs are reviewed weekly within the ArcGIS Online solution. Audit logs are retained as defined by the ArcGIS Online retention policy, which is in alignment with FedRAMP requirements. Customer may access application security logs for ArcGIS Online through the RESTful API, including Named User ArcGIS Online activity. Customer

is responsible for monitoring its own activity logs, which include user logs and activities. Logging and monitoring policies are part of the FedRAMP program and reviewed annually.

17.0 PHYSICAL AND ENVIRONMENTAL SECURITY REQUIREMENTS

Esri facilities and secure data centers have physically secure perimeters; external endpoints are protected against unauthorized access and entry points are equipped with security measures, including cameras covering entry points, along with intrusion detection and alerting capabilities. Environmental control systems, including fire detection and suppression, cooling, power and emergency systems are in place and are compliant with local and industry standards. Access to Esri facilities is limited to Esri personnel and authorized visitors who are issued and must display unique identification cards while on the premises; visitors' cards are retrieved and inventoried daily. Access to secure data centers and to Esri facility areas where Customer information is stored or can be accessed is restricted to authorized Esri personnel. Esri maintains logs of authorized access, which is stored for a period of at least twelve (12) months.

ATTACHMENT I
DATA PROCESSING ADDENDUM
(G666 Version Dated March 12, 2024)

This Data Processing Addendum ("**Addendum**") is effective on the first date that Customer provides to Esri Personal Data (as defined below) subject to the applicable Privacy Law (as defined below) and forms part of the Master Agreement or other written or electronic agreement ("**Agreement**") by and between the organization signing or accepting below ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**, and sets forth the terms and conditions relating to the privacy, confidentiality, and security of Personal Data associated with Online Services and subscription and maintenance services to be rendered by Esri to Customer pursuant to the Agreement. All terms defined or used in the Agreement shall have the same meaning in this Addendum unless otherwise specified. Terms used in this Addendum that are not defined herein or in the Agreement shall have the meaning set forth in the applicable Privacy Law.

Whereas Customer may provide Esri, a company located in the United States, with access to Personal Data to act as a Processor or Service Provider in connection with Online Services and subscription and maintenance services performed by Esri for or on behalf of Customer pursuant to the Agreement; and

Whereas Customer requires that Esri preserve and maintain the privacy and security of such Personal Data as a Processor according to the terms of this Addendum;

Now therefore, in consideration of the mutual covenants and agreements in this Addendum and the Agreement and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Customer and Esri agree as follows:

SECTION I—DEFINITIONS

- A. "**Privacy Laws**" means the European Union (EU) General Data Protection Regulation (GDPR) 2016/679 of the European Parliament and of the Council of 27 April 2016, the California Consumer Privacy Act of 2018 (CCPA) (as amended by the California Privacy Rights Act [CPRA]), or other privacy laws applicable to Esri.
- B. The terms "personal data," "data subject," "processing," "controller," "processor," and "supervisory authority" as used in this Addendum have the meanings given in the GDPR.
- C. "**Personal Data**" means personal data, personal information, or personally identifiable information as defined in applicable Privacy Laws about individuals located in the European Union; Switzerland; the United Kingdom; California, USA; or other locations covered by Privacy Laws and may include, but not be limited to, the following: (i) categories of data subjects: prospects, customers, business partners, and vendors; and (ii) types of personal data: name, title, position, email address, and location.
- D. "**Data Incident**" means a breach of Esri's security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Data on systems managed or otherwise controlled by Esri. Data Incidents will not include unsuccessful attempts or activities that do not compromise the security of Personal Data, including unsuccessful login attempts, pings, port scans, denial-of-service attacks, and other network attacks on firewalls or networked systems.
- E. "**Data Privacy Framework**" means the EU-U.S. Data Privacy Framework (EU-U.S. DPF), the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. Data Privacy Framework (Swiss-U.S. DPF).

SECTION II—PRIVACY, CONFIDENTIALITY, AND INFORMATION SECURITY

- A. Authority to Process Personal Data
 - i. Customer and Esri agree that Customer is the Controller and Esri is the Processor or Service Provider of Personal Data, except when Customer is a Processor of Personal Data, then Esri is a subprocessor.
 - ii. These Addendum terms do not apply where Esri is a Controller of Personal Data (e.g., Personal Data received and Processed by Esri as needed for account setup, authorization, and sign-on in the My Esri self-service portal). Esri's Privacy Statement (available at <https://www.esri.com/en-us/privacy/privacy-statements/privacy-statement>), together with any related privacy notices or statements, and the Data Transfer Agreement apply where Esri is a Controller.

- iii. Esri will Process Personal Data only with Customer's written instructions (a) on behalf of and for the benefit of Customer; (b) for the purposes of Processing Personal Data in connection with the Agreement; and (c) to carry out its obligations pursuant to this Addendum, the Agreement, and applicable Privacy Laws and other law.
- iv. Customer will have the exclusive authority to determine the purposes for and means of Processing Personal Data. Esri will not (a) retain, use, or disclose Personal Data outside of the direct business relationship between the parties or for any purpose other than performing under the Agreement, except as otherwise permitted by this Addendum or the Privacy Laws; or (b) combine Customer's Personal Data with any other personal information received or collected from or on behalf of another person, provided that Esri may combine personal information for a business purpose (as defined under CCPA/CPRA).
- v. The subject matter and details of the processing are described in Annex I of Attachment 1, and this Addendum (including the Attachment and Annexes) and the Agreement are Customer's complete instructions to Esri for the Processing of Personal Data. Any alternative or additional instructions may only be by written amendment to this Addendum.
- vi. To the extent Customer discloses or otherwise makes available deidentified data (as defined in CCPA/CPRA or other Privacy Laws) to Esri or Esri creates deidentified data from Personal Data, Esri shall (a) implement reasonable measures to ensure that such deidentified data is not used to infer information about or otherwise be linked to a particular natural person or household; (b) publicly commit to maintain and use such deidentified data in a deidentified form and not attempt to reidentify the deidentified data; and (c) before sharing deidentified data with any affiliate or third party, including subprocessors, contractors, or any other persons ("**Recipients**"), contractually obligate any such Recipients to comply with all requirements of this section. Notwithstanding the prior sentence, Esri may attempt to reidentify the data solely for the purpose of determining whether its deidentification processes are compliant with Privacy Laws.

B. Disclosure of and Access to Personal Data

- i. Esri will hold in confidence all Personal Data. Esri will not Sell or Share (as defined in the CCPA/CPRA) Personal Data.
- ii. Esri will (a) provide at least the same level of privacy protection for Personal Data received from Customer, as is required by the GDPR, CCPA, and other applicable Privacy Laws, and the Data Privacy Framework principles that may be found on the Data Privacy Framework [website](#); (b) promptly notify Customer if at any time Esri determines that it can no longer meet its obligation to provide the same level of protection as is required by the Privacy Laws and the Data Privacy Framework and (c) take reasonable and appropriate steps to remediate the processing of such Personal Data. If, at any time, Customer notifies Esri that Customer has reasonably determined that Esri is not Processing the Personal Data in compliance with the Privacy Laws, Customer may take reasonable and appropriate steps to stop and remediate any unauthorized Processing of such Personal Data.
- iii. If Esri Processes Personal Data provided by Customer that is subject to the GDPR and Esri is established in, or transfers or makes accessible any Personal Data to any subprocessors in a country that does not ensure adequate data privacy safeguards are in place within the meaning of GDPR, then Esri will enter into the standard contractual clauses with Customer as set forth in Attachment 1 of this Addendum ("SCCs") or ensure that adequate data privacy safeguards are in place, such as binding corporate rules or the Data Privacy Framework certification. If applicable, each party's signature to this Addendum shall be considered a signature to the SCCs. If a subprocessor is a Data Importer (as that term is used in such SCCs), Esri shall either (a) enter into contractual obligations with subprocessor, where such obligations contain adequate privacy safeguards in accordance with GDPR, or (b) enter into the SCCs with Customer on behalf of such data importer. In the event the transfer is covered by more than one transfer mechanism, the transfer of personal data will be subject to a single transfer mechanism, as applicable, and in accordance with the following order of precedence: (a) the Data Privacy Framework; (b) the SCCs; and if neither of the preceding is applicable, then (c) other alternative data transfer mechanisms permitted under applicable Privacy Laws will apply.
- iv. Esri will not share, transfer, disclose, or otherwise provide access to any Personal Data to any third party, or contract any of Esri's rights or obligations concerning Personal Data to a third party, unless Customer has authorized Esri to do so in writing, except as required by law. Where Esri, with the consent of Customer, provides to a third party access to Personal Data or contracts such rights or obligations to a third party, Esri will, with each third party, (a) enter into a written agreement that imposes obligations on the third party that

are consistent with the GDPR, CCPA, and the other Privacy Laws; (b) transfer the Personal Data to the third party only for the limited and specified purposes as instructed by Customer; (c) require the third party to notify Esri if the third party determines that it can no longer meet its obligation to provide the same level of protection as is required by the applicable Privacy Laws; and (d) upon notice, take reasonable and appropriate steps to stop and remediate unauthorized Processing. Customer hereby provides its consent for Esri to use subprocessors as necessary to provide the services including, but not limited to, Microsoft Corporation; Amazon Web Services, Inc.; Salesforce, Inc.; and Akamai Technologies (including their affiliates) and Esri's technical support vendors. To the extent that Esri makes any changes with regard to the use of its subprocessors, it shall inform Customer and provide Customer with the right to object to such change. To the extent Customer has a reasonable objection to such change in subprocessors, the parties shall cooperate to address the objection in a reasonable manner.

- v. Esri will promptly inform Customer in writing of any requests with respect to Personal Data received from Customer's customers, consumers, employees, or other associates. Customer will be responsible for taking action on and responding to any such request, but Esri will reasonably cooperate with Customer to address any such request or a request by an individual about whom Esri holds Personal Data for access, rectification, objection, portability, restriction, erasure, or export of that individual's Personal Data. For clarity, Customer is a Controller of Named User Credentials, as defined in the Master Agreement. Customer is solely responsible for taking action on and responding to any data subject requests associated with Named User Credentials.
 - vi. Taking into account the state of the art; the costs of implementation; and the nature, scope, context, and purposes of Processing, as well as the risk of varying likelihood and severity of the rights and freedoms of natural persons, Esri will implement appropriate technical and organizational measures to protect the Personal Data from loss; misuse; and unauthorized access, disclosure, alteration, and destruction. Such measures are set forth in Annex II of Attachment 1. To this effect, Esri will limit internal access to Personal Data so that it is only accessible on a need-to-know basis to fulfill Esri's performance of services for or on behalf of Customer, by personnel who have agreed to comply with privacy and security obligations that are substantially similar to those required by this Addendum.
 - vii. Subject to applicable law, Esri will notify Customer immediately in writing of any subpoena or other judicial or administrative order by a government authority or proceeding seeking access to or disclosure of Personal Data. Customer may, if it so chooses, seek a protective order, and Esri will reasonably cooperate with Customer in such action, provided Customer reimburses Esri for all costs, fees, and legal expenses associated with the action. Esri will have the right to approve or reject any settlements that affect Esri.
 - viii. If Esri becomes aware of a Data Incident, Esri will (a) notify Customer of the Data Incident promptly and without undue delay after becoming aware of the Data Incident; and (b) promptly take reasonable steps to minimize harm and secure Personal Data. Notifications made pursuant to this section will describe, to the extent possible, details of the Data Incident, including steps taken to mitigate the potential risks and steps Esri recommends Customer take to address the Data Incident. Esri will not assess the contents of Personal Data in order to identify information subject to any specific legal requirements. Customer is solely responsible for complying with incident notification laws applicable to Customer and fulfilling any notification obligations to third parties related to any Data Incident(s). Esri's notification of or response to a Data Incident under this section will not be construed as an acknowledgement by Esri of any fault or liability with respect to the Data Incident.
- C. Esri currently has the third-party certifications and review processes in place as described at <https://trust.arcgis.com>. Esri participates in and has certified its compliance with Data Privacy Framework.
- D. Esri will comply with applicable data protection and privacy laws, including, but not limited to, the GDPR and CCPA, to the extent such laws apply to Esri in its role as Processor or Service Provider.
- E. Customer certifies that it has
- i. Obtained the written consent, affirmative opt-in, or other written authorization ("**Consent**") from applicable individuals or has another legitimate, legal basis for delivering or making accessible Personal Data to Esri (as well as its subsidiaries, affiliates, and subprocessors), and such Consent or other legitimate basis allows Esri (and its subsidiaries, affiliates, and subprocessors) to Process the Personal Data pursuant to the terms of the Agreement and this Addendum; and
 - ii. Ensured that the delivery and disclosure to Esri of Personal Data is in compliance with the GDPR, CCPA, and other Privacy Laws that are applicable to Customer.

- F. Esri will assist Customer in ensuring that its secure Processing obligations, as Controller, under the GDPR are met, which may include assisting Customer in a consultation with a supervisory authority where a data protection impact assessment indicates that the intended Processing would result in a high level of risk. Upon request, Esri shall make available to Customer the information necessary to demonstrate compliance with the GDPR and will allow for and contribute to audits, including inspections, to confirm Esri's compliance with this Addendum by Controller or another auditor mandated by Controller. At Customer's request to verify compliance, Esri will provide to Customer a summary of its most recent independent third-party audit results or similar self-assessment. The summary will be provided no more than once annually, and disclosure of the summary will be subject to a written nondisclosure agreement between the parties. An on-site audit may be conducted by Customer or an independent third-party auditor as agreed by the parties when (i) such an audit is required by Privacy Law or Customer's competent supervisory authority; and (ii) Customer has received a notice from Esri of a Data Incident affecting Customer's Personal Data. The scope and scheduling of such audit will be mutually agreed upon by the parties in advance. Any on-site audits will be limited to Customer Content processing and storage facilities operated by Esri. Customer acknowledges that Esri operates a multitenant cloud environment. Accordingly, Esri shall have the right to reasonably adapt the scope of any on-site audit to avoid or mitigate risks with respect to, and including, service levels, availability, and confidentiality of other Esri customers' information. All expenses resulting from this Subsection F will be incurred by Customer, unless Esri is found materially noncompliant. Customer must promptly notify Esri of any discovered noncompliance.
- G. Upon fulfillment of the purpose for which Customer provided Personal Data under this Addendum, Esri shall either return all Personal Data Processed on behalf of Customer or delete or destroy the Personal Data, including any existing copies, at Customer's expense, if any, unless Esri has a legal obligation to maintain such Personal Data.
- H. Trial, Evaluation, and Beta Program offerings may employ lesser or different privacy and security measures than those typically present in the Online Services. Unless otherwise noted, Customer should not use trial, evaluation, and beta program offerings to process Personal Data or other data that is subject to legal or regulatory compliance requirements. The following terms in this Addendum do not apply to trial, evaluation, and beta program offerings: Processing of Personal Data, GDPR, Data Security, and Health Insurance Portability and Accountability Act (HIPAA) Business Associate.

CUSTOMER CERTIFIES THAT IT AND ITS EMPLOYEES UNDERSTAND THESE RESTRICTIONS AND WILL COMPLY WITH THEM.

IN WITNESS WHEREOF, the parties acknowledge their agreement to the foregoing by due execution of this Addendum by their respective authorized representatives. The Addendum cannot be modified or amended by either party except with a separate written document signed by both parties.

HILLSBOROUGH COUNTY
 AVIATION AUTHORITY
 (Customer)

ENVIRONMENTAL SYSTEMS
 RESEARCH INSTITUTE, INC.
 (Esri)

By: _____
 Authorized Signature

By: _____
 Authorized Signature

Printed Name: _____

Printed Name: Tamisa Greening

Title: _____

Title: Director, Contracts & Legal

Date: _____

Date: _____

Customer Number: 359765

ATTACHMENT 1
STANDARD CONTRACTUAL CLAUSES IMPLEMENTATION

1. The Parties agree that, with respect to the implementation of the EU Standard Contractual Clauses (Commission Decision 2021/914) (“SCCs”) under the Addendum, one or more of the following Modules of the SCCs will apply and are referenced herein: (i) Controller to Processor (“Module Two” or “C2P”); (ii) Processor to Processor (“Module Three” or “P2P”).
2. To the extent one or more of the foregoing SCCs apply, the Parties agree to the following:
 - a) Clause 7 (Docking Clause) shall not apply;
 - b) The Option 2 (General Written Authorisation) provision of Clause 9(a) (Use of subprocessors) shall apply, and the specified time period shall be thirty (30) days;
 - c) The Clause 11(a) (Redress) option shall not apply;
 - d) Governing law under Clause 17 (Governing law) shall be law of the Republic of Ireland; and
 - e) Clause 18 (Choice of forum and jurisdiction) shall mean the courts of the Republic of Ireland.

ANNEX I

A. LIST OF PARTIES

Data exporter(s):

1. **Name:** As identified in the Agreement and this Addendum

Address: Per Esri's customer service records

Contact person's name, position and contact details: Per Esri's customer service records

Activities relevant to the data transferred under these Clauses: Online Services and subscription and maintenance services to be rendered by Esri to Customer

Signature and date: Each party's signature of the Addendum shall be considered a signature to these Clauses.

Role (controller/processor): Controller

Data importer(s):

1. **Name:** Environmental Systems Research Institute, Inc. ("Esri")

Address: 380 New York Street, Redlands, CA 92373, USA

Contact person's name, position, and contact details: Chief Information Security Officer,
privacy@esri.com

Activities relevant to the data transferred under these Clauses: Online Services and subscription and maintenance services to be rendered by Esri to Customer

Signature and date: Each party's signature of the Addendum shall be considered a signature to these Clauses.

Role (controller/processor): Processor

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data about individuals is provided to Esri via the Online Services and subscription and maintenance services by (or at the direction of) Customer or by Customer end users, who may include Customer's customers, employees, suppliers, and End Users.

Categories of personal data transferred

Data related to individuals is provided to Esri via the Online Services and subscription and maintenance services, by (or at the direction of) Customer or by Customer end users.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as strict purpose limitation, access restrictions (including access only for staff having followed specialised training), recordkeeping of access to the data, restrictions for onward transfers, or additional security measures

Considering that only Customer (not Esri) has full knowledge and control in relation to what data is provided to Esri via the Online Services and subscription and maintenance services, Esri treats all Customer Content to the standards of sensitive data by providing the technical and organizational measures described in Annex II. Customer is responsible for verifying that such measures are appropriate for the specific categories of data provided to Esri via the Online Services and subscription and maintenance services.

The frequency of the transfer (e.g., whether the data is transferred on a one-off or continuous basis)

The frequency of the transfer depends on the frequency at which Customer provides Personal Data to Esri via the Online Services and subscription and maintenance services. It is expected that transfers may be on a one-off and/or continuous basis.

Nature of the processing

Spatial analytics is accomplished through the following operations, dependent on Customer's choice of settings and actions performed: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or other method of making available, alignment or combination, restriction, or erasure or destruction.

Purpose(s) of the data transfer and further processing

Esri will process Personal Data for the purposes of providing the Online Services and subscription and maintenance services to Customer in accordance with the Agreement.

The period for which the personal data will be retained or, if that is not possible, the criteria used to determine that period

The period for which the personal data will be retained depends on the duration of processing as determined by Customer and Customer's additional instructions.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Cloud services and technical support services involve processing of the same nature and duration as described above.

C. COMPETENT SUPERVISORY AUTHORITY

As applicable, competent supervisory authority will be in accordance with Clause 13.

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

Esri will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data uploaded to ArcGIS Online Services and subscription and maintenance services, as described in the Security and Privacy Documentation applicable to the specific ArcGIS Online Services and subscription and maintenance services purchased by the data exporter, as updated from time to time, and accessible via <https://trust.arcgis.com/en/security/security-overview.htm> or otherwise made reasonably available by Esri.

A. Technical Measures for ArcGIS Online Services. Esri implemented the following technical measures for the above-referenced ArcGIS Online Services:

- i. The state-of-the-art encryption algorithm and its parameterization (e.g., key length; operating mode, if applicable) are used for Customer data at rest.
- ii. The strength of the encryption takes into account the time period during which the confidentiality of the encrypted personal data must be preserved.
- iii. The encryption algorithm is implemented by properly maintained software, the conformity of which to the specification of the algorithm chosen has been verified by certification.
- iv. The keys are reliably managed (generated, administered, stored, linked to the identity of an intended recipient, and revoked).
- v. ArcGIS Online allows Customer (data exporter) to pseudonymize the fields (e.g., user credentials) in such a manner that the personal data can no longer be attributed to a specific data subject, nor be used to single out the data subject in a larger group, without the use of additional information exclusively held and controlled by Customer (data exporter), of which Customer (data exporter) retains sole control of the algorithm or repository that enables reidentification using additional information.
- vi. ArcGIS Online supports best practices for transport encryption protocols.
- vii. A trustworthy public key certification authority and infrastructure are used.
- viii. Specific protective and state-of-the-art measures are used against active and passive attacks.
- ix. The existence of backdoors (in hardware or software) has been ruled out.
- x. ArcGIS Online can be used in combination with ArcGIS Enterprise in a configuration that allows Customer (data exporter) to store and manage Personal Data under Customer's (data exporter's) control without transferring it to a third country, whereas a data exporter processes Personal Data in such a manner that it is split into two or more parts, and the part that is being transferred to the third country can no longer be interpreted or attributed to a specific data subject without the use of additional information under Customer's (data exporter's) control.

Additional information on technical measures can be found at <https://trust.arcgis.com/en/documents/>.

B. Organizational and Contractual Measures

- i. Esri's efforts around privacy are described at <https://www.esri.com/en-us/privacy/overview>.
- ii. Esri commits to treating Personal Data per its Privacy Statement (available at <https://www.esri.com/en-us/privacy/privacy-statements/privacy-statement>) and the Esri Products & Services Privacy Statement Supplement (available at <https://www.esri.com/en-us/privacy/privacy-statements/privacy-supplement>).
- iii. Esri provides a presigned Data Processing Addendum that contains Standard Contractual Clauses, available at <https://www.esri.com/en-us/privacy/privacy-gdpr>.
- iv. Esri maintains and enforces an internal personal information protection policy that requires employees to protect Personal Data that they access.
- v. Esri maintains a corporate security policy that addresses access controls and corporate security measures.

C. Adoption of Further Requirements and Right to Early Termination. If supervisory authorities adopt further requirements and measures with regard to the transfer of Personal Data to the US, Esri will amend this Addendum to fulfill the additional requirements. If Esri cannot meet the additional requirements, Customer shall have the right to terminate the Agreement for convenience (without termination fee or penalty) by giving written notice thereof to Esri.

**ATTACHMENT J
SCRUTINIZED COMPANY CERTIFICATION**



Hillsborough County Aviation Authority
PO Box 22287
Tampa, FL 33622
Telephone. 813-870-8700

This certification is required pursuant to Florida State Statute Section 287.135.

As of July 1, 2018, a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is engaged in a boycott of Israel, is ineligible for, and may not bid on, submit a proposal/response for, or enter into or renew a contract/agreement with an agency or local governmental entity for goods of services of any amount.

Company: Environmental Systems Research Institute, Inc.		
Address: 380 New York Street		
City: Redlands	State: CA	Zip Code: 92373
Phone: (909) 793-2853	Email:	
Federal ID Number: 95-2775-732		

I, Tamisa Greening, as a representative of Environmental Systems Research Institute, Inc. certify and affirm that this company is not engaged in a boycott of Israel.

	Director, Contracts & Legal
Signature	Title
Tamisa Greening	
Printed Name	Date

ATTACHMENT K
Affidavit of Compliance with Anti-Human Trafficking Laws

In accordance with Section 787.06 (13), Florida Statutes, the undersigned, on behalf of Environmental Systems Research Institute, Inc. ("Esri"), hereby attests under penalty of perjury that Esri:

1. Does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

The undersigned is authorized to execute this Affidavit on behalf of Esri.

Date: _____, 2025 Signed: _____
Entity: Environmental Systems Research Institute, Inc. Name: Tamisa Greening
Title: Director, Contracts & Legal

ATTACHMENT L
Customer's Standard Procedure S250.06, Contractual Insurance Terms and Conditions

PURPOSE: To establish the insurance terms and conditions associated with contractual insurance requirements. This Standard Procedure is applicable to all companies with Authority contracts, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, every contractor, subcontractor, consultant, and sub-consultant at each tier. Unless otherwise provided herein, any exceptions to the following conditions or changes to required coverages or coverage limits must have prior written approval from the General Counsel and Executive Vice President of Legal Affairs or designee.

INSURANCE COVERAGE:

A. Procurement of Coverage:

With respect to each of the required coverages, the company will, at the company's expense, procure, maintain and keep in force the types and amounts of insurance conforming to the minimum requirements set forth in the applicable contract. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, company shall further require that all contractors, subcontractors, consultants, and sub-consultants at each tier satisfy and meet all the requirements of the applicable contract, including the terms and conditions of this Standard Procedure. Coverage will be provided by insurance companies eligible to do business in the State of Florida and having an AM Best rating of A- or better and a financial size category of VII or better. Utilization of non-rated companies, companies with AM Best ratings lower than A-, or companies with a financial size category lower than VII must be submitted by the company to the Authority Director of Enterprise Risk Management or designee for approval prior to use. The Authority retains the right to approve or disapprove the use of any insurer, policy, risk pooling or self-insurance program.

B. Term of Coverage:

Except as otherwise specified in the contract, the insurance will commence on or prior to the effective date of the contract and will be maintained in force throughout the duration of the contract and for any period of extended coverage required in the contract. If a policy is written on a claims-made form, the retroactive date must be shown and this date must be before the earlier of the date of the execution of the contract or the beginning of contract work, and the coverage must respond to all claims reported within three years following the period for which coverage is required unless a longer period of time is otherwise stated in the contract.

C. Reduction of Aggregate Limits:

If the general or aggregate limit for any policy is exhausted, the company, and to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, all of the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will immediately take all possible steps to have it reinstated. The commercial general liability policies and any excess or umbrella policies used to provide the required amount of insurance shall include a per project designated aggregate limit endorsement providing that the limits of such insurance specified in the contract shall apply solely to the work under the contract without erosion of such limits by other claims or occurrences.

1. Cancellation Notice

Each insurance policy will be specifically endorsed to require the insurer to provide written notice to the Authority at least 30 days (or 10 days prior notice for non-payment of premium) prior to any cancellation, non-renewal or adverse change, initiated by the insurer, and applicable to any policy or coverage described in the contract or in this Standard Procedure. The endorsement will specify that such notice will be sent to:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622

Additionally, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the workers' compensation, commercial general liability and railroad protective insurance (if required) of every contractor, subcontractor, consultant, and sub-consultant at each tier shall be specifically endorsed to require the insurer to provide the Florida Department of Transportation notice within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described in the contract or this Standard Procedure.

D. No waiver by approval/disapproval:

The Authority accepts no responsibility for determining whether the company or any contractor, subcontractor, consultant, or sub-consultant at each tier is in full compliance with the insurance coverage required by the contract. The Authority's approval or failure to disapprove any policy, coverage, or Certificate of Insurance does not relieve or excuse the company of any obligation to procure and maintain the insurance required in the contract or in this Standard Procedure, nor does it serve as a waiver of any rights or defenses the Authority may have.

E. Future Modifications – Changes in Circumstances:

1. Changes in Coverages and Required Limits of Insurance

The coverages and minimum limits of insurance required by the contract are based on circumstances in effect at the inception of the contract. If, in the opinion of the Authority, circumstances merit a change in such coverage or minimum limits of insurance required by the contract, the Authority may change the coverage and the minimum limits of insurance required, and the company will, within 60 days of receipt of written notice of a change in the coverage and/or the minimum limits required, comply with such change and provide evidence of such compliance in the manner required by the contract. Provided, however, that no change in the coverages or minimum limits of insurance required will be made by the Authority until at least two years after inception of the contract or two years after any change by the Authority in the coverages or minimum limits of insurance required in the contract unless extreme conditions warrant such change and are agreeable to both parties. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, any such change or modification in coverage or limits shall also apply to the contractors, subcontractors, consultants, and sub-consultants at each tier.

If, in the opinion of the Authority, compliance with the insurance requirements is not commercially practicable for the company, its contractors, subcontractors, suppliers, consultants, or subconsultants at each tier, at the written request of the company, the Authority may, at its sole discretion and subject to any conditions it deems appropriate, relax or temporarily suspend, in whole or in part, the insurance requirements which would otherwise apply to the company. Any such modification will be subject to the prior written approval of the Authority's General Counsel and Executive Vice President of Legal Affairs or designee, and subject to the conditions of such approval.

F. Proof of Insurance – Insurance Certificate:

1. Prior to Work, Use or Occupancy of Authority Premises

The company and, to the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company's contractors, subcontractors, consultants, and sub-consultants at each tier, will not commence work, or use or occupy Authority's premises in connection with the contract, until the required insurance is in force, preliminary evidence of insurance acceptable to the Authority has been provided to the Authority, and the Authority has granted permission to the company to commence work or use or occupy the premises in connection with the contract.

2. Proof of Insurance Coverage

As preliminary evidence of compliance with the insurance required by the contract, the company will furnish the Authority with an ACORD Certificate of Liability Insurance (Certificate) reflecting the required coverage described in the contract and this Standard Procedure.

The Certificate must:

Be signed by an authorized representative of the insurer. Upon request of the Authority, company will furnish the Authority with any specific endorsements effecting coverage required by the contract. The endorsements are to be signed by a person authorized by insurer to bind the coverage on the insurer's behalf;

- a. State that: "Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, and its employees are additional insureds for all policies described above other than workers' compensation and professional liability (if required by contract)";
- b. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, state that the Florida Department of Transportation is an additional insured for commercial general liability;
- c. Indicate that the insurers for all required policies shown on the Certificate have waived their subrogation rights against the Authority, members of the Authority's governing body, and the Authority's officers, volunteers, agents, and employees;
- d. Indicate that the Certificate has been issued in connection with the contract;
- e. Indicate the amount of any deductible or self-insured retention applicable to all coverages; and
- g. Identify the name and address of the Certificate holder as:

Hillsborough County Aviation Authority
Attn.: Chief Executive Officer
Tampa International Airport
Post Office Box 22287
Tampa, Florida 33622;

If requested by the Authority, the company will, within 15 days after receipt of written request from the Authority, provide the Authority, or make available for review, a certified complete copy of the policies of insurance. The company may redact those portions of the insurance policies that are not relevant to the coverage required by the contract. The company will provide the Authority with renewal or replacement evidence of insurance, acceptable to the Authority, prior to expiration or termination of such insurance.

G. Deductibles, Self-Insurance, Alternative Risk or Insurance Programs:

1. All deductibles, as well as all self-insured retentions and any alternative risk or insurance programs (including, but not limited to, the use of captives, trusts, pooled programs, risk retention groups, or investment-linked insurance products), must be approved by the General Counsel and Executive Vice President of Legal Affairs or designee. The company agrees to provide all documentation necessary for the Authority to review the deductible, self-insurance or alternative risk or insurance program.
2. The company will pay on behalf of the Authority, any member of the Authority's governing body, and/or any officer, volunteer, agent, or employee of the Authority, any deductible, self-insured retention (SIR), or difference from a fully insured program which, with respect to the required insurance, is applicable to any claim by or against the Authority, or any member of the Authority's governing body, or any officer, volunteer, agent, or employee of the Authority.
3. The agreement by the Authority to allow the use of a deductible, self-insurance or alternative risk or insurance program will be subject to periodic review by the Director of Enterprise Risk Management or designee. If, at any time, the Authority deems that the continued use of a deductible, self-insurance, or alternative risk or insurance program by the company should not be permitted, the Authority may, upon 60 days' written notice to the company, require the company to replace or modify the deductible, self-insurance, or alternative risk or insurance program in a manner satisfactory to the Authority.

4. Any deductible amount, self-insurance, or alternative risk or insurance program's retention will be included and clearly described on the Certificate prior to any approval by the Authority. This is to include fully insured programs as to a zero deductible per the policy. Authority reserves the right to deny any Certificate not in compliance with this requirement.
5. To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the commercial general liability may not be subject to a self-insured retention. Subject to approval by the Authority under sub-paragraphs 1-4 above, the commercial general liability may contain a deductible, provided that such deductible shall be paid by the named insured.

H. Company's Insurance Primary:

The insurance required by the contract will apply on a primary and non-contributory basis. Any insurance or self-insurance maintained by the Authority will be excess and will not contribute to the insurance provided by or on behalf of the company.

To the extent required by Florida Department of Transportation Public Transportation Grant Agreement, the company will ensure that the insurance provided by all contractors, subcontractors, consultants, and subconsultants at each tier will apply on a primary basis as to any other insurance available and shall not be more restrictive than the coverage afforded to the named insured.

I. Incident Notification:

In accordance with the requirements of Standard Procedure S250.02, the company will promptly notify the Airport Operations Center (AOC) of all incidents involving bodily injury, property damage, data breach, security breach, ransomware (data theft), or an extortion threat occurring on Authority-owned property, tenant-owned property or third-party property.

J. Customer Claims, Issues, or Complaints:

In addition to complying with all terms outlined in Standard Procedure S250.02, all customer claims, issues, or complaints involving property damage, bodily injury, data theft), or an extortion threat related to the company will be promptly handled, addressed and resolved by the company.

The company will track all customer claims, issues, or complaints involving property damage, bodily injury, data theft, or an extortion threat and their status on a Claims Log available for review, as needed, by Enterprise Risk Management. The Claims Log should include a detailed report of the incident along with the response and/or resolution. Enterprise Risk Management has the option to monitor all incidents, claims, issues or complaints where the Authority could be held liable for injury or damages.

K. Applicable Law:

With respect to any contract entered into by the Authority with a value exceeding \$10,000,000, if any required policy or program is: (i) issued to a policyholder outside of Florida or (ii) contains a "choice of law" or similar provision stating that the law of any state other than Florida shall govern disputes concerning the policy, then such policy or program must be endorsed so that Florida law (including but not limited to Part II of Chapter 627 of the Florida Statutes) will govern any and all disputes concerning the policy or program in connection with claims arising out of work performed pursuant to the contract.

L. Waiver of Subrogation:

The company, for itself and on behalf of its insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, waives all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company. The company shall

require all contractors, subcontractors, suppliers, consultants and subconsultants at each tier for themselves and their insurers, to the fullest extent permitted by law without voiding the insurance required by the contract, to waive all rights against the Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, for damages or loss to the extent covered and paid for by any insurance maintained by the company to the extent covered and paid for by any insurance maintained by the company's contractors, subcontractors, suppliers, consultants and subconsultants at each tier. The company shall further require that all contractors, subcontractors, suppliers, consultants, and subconsultants at each tier include the following in every contract and on each policy:

"Hillsborough County Aviation Authority, members of the Authority's governing body and the Authority's officers, volunteers, agents, and its employees, as well as the State of Florida, Department of Transportation, including the Department's officers and its employees, are additional insureds for the coverages required by all policies as described above other than workers compensation and professional liability."

M. Company's Failure to Comply with Insurance Requirements:

1. Authority's Right to Procure Replacement Insurance

If, after the inception of the contract, the company fails to fully comply with the insurance requirements of the contract, in addition to and not in lieu of any other remedy available to the Authority provided by the contract, the Authority may, at its sole discretion, procure and maintain on behalf of the company, insurance which provides, in whole or in part, the required insurance coverage.

2. Replacement Coverage at Sole Expense of Company

The entire cost of any insurance procured by the Authority pursuant to this Standard Procedure will be paid by the company. At the option of the Authority, the company will either directly pay the entire cost of the insurance or immediately reimburse the Authority for any costs incurred by the Authority, including all premiums, fees, taxes, and 15% for the cost of administration.

a. Company to Remain Fully Liable

The company agrees to remain fully liable for full compliance with the insurance requirements in the contract. To the extent that there is any exclusion, deficiency, reduction, or gap in a policy which makes the insurance more restrictive than the coverage required, the company agrees to remain responsible and obligated to make the Authority whole as if the company and all of its contractors, subcontractors, consultants, and sub-consultants at each tier fully met the insurance requirements of the contract.

b. Authority's Right to Terminate, Modify, or Not Procure

Any insurance procured by the Authority is solely for the Authority's benefit and is not intended to replace or supplement any insurance coverage which otherwise would have been maintained by the company or by any of its contractors, subcontractors, consultants, or sub-consultants at each tier. Authority is not obligated to procure any insurance pursuant to these requirements and retains the right, at its sole discretion, to terminate or modify any such insurance which might be procured by the Authority pursuant to this Standard Procedure.

Enterprise Agreement



Enterprise Agreement No. 00345697.0

This Enterprise Agreement, including the documents listed below ("EA"), is between **Hillsborough County Aviation Authority ("Customer")**, with its main offices located at 5411 Skycenter Drive, Tampa, FL, 33607, and **Environmental Systems Research Institute, Inc. ("Esri")**, with an Effective Date of November 22, 2025. This EA provides for the licensing and Deployment of certain EA Products, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

This EA is composed of the following documents, which are incorporated herein by reference:

1. Enterprise Agreement signature page(s)
2. Enterprise License Terms and Conditions, including
 - Appendix A—Products and Deployment Schedule
 - Appendix B—EA Fee Schedule
 - Appendix C—EA Points of Contact
3. Master Agreement

The parties acknowledge that they have read and understand this EA and agree to be bound by the terms and conditions contained herein.

This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

HILLSBOROUGH COUNTY
AVIATION AUTHORITY
(Customer)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



ENTERPRISE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

All definitions in other parts of the EA will have the same meaning in this Enterprise Agreement Terms and Conditions. In addition, the following definitions apply to the EA:

- "Case(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Customer(s)" means Authority. For avoidance of doubt, the definition of Customer will not include consultants or contractors. Customer(s) must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by Authority during the term of this EA for installation and use by Customer.
- "EA Fee" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include Unit-Priced Item(s) or Esri technology that may be embedded in third-party products purchased by Customer.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Customer.
- "Master Agreement" means the applicable master agreement incorporated by this reference that is either (i) the Click-Through Master Agreement, Products Only (E204CW) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment, or (ii) the Master Agreement, Products and Services (E204) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> if Customer is receiving Advantage Program or any Services other than Maintenance under this EA; or (iii) if fully executed and in effect, Master Agreement Products and Services No. 00342469.0 between Esri and Customer, that supersedes such electronically acknowledged master agreement.
- "Rolled-In Software" means Products (excluding Term licenses or subscriptions) of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA. If this EA is extended or renewed, Rolled-In Software shall include EA Products Deployed prior to the then-current renewal period.
- "Technical Support" means a process to attempt to resolve reported Case(s) through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri Maintenance and Support Program.
- "Tier 1 Help Desk" means Authority's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Case(s).
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.
- "Unit-Priced Item(s)" means separately orderable Products or maintenance that is available subject to a per-unit license fee, subscription fee, or maintenance fee.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. During the Term of this EA, Customer's use of the EA Products is subject to the Master Agreement and any additional terms set forth in this EA. Unit-Priced Items, if acquired, and Rolled-In Software will be licensed in accordance with the Master Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products.

ARTICLE 3—SCOPE OF USE

3.1 Additional Permitted Uses. For the Term of this EA, Authority may copy and Deploy the EA Products to Customers up to the quantities of licenses granted in Appendix A. No other Customer has a right to copy (except as permitted in the Master Agreement) or Deploy the EA Products. Authority may transfer, redistribute, or Deploy the EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3.2 Uses Not Permitted

- a. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the Master Agreement.
- b. Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

3.3 Additional Restrictions Applicable to EA and Master Agreement. A new or additional eligible agency may not be added as an EA participant or Customer without the express prior written approval of Esri. Addition of an eligible agency may result in an increase in the EA Fee.

3.4 Consultant Access. Customer's consultants or contractors may use EA Products in accordance with the Master Agreement. Customer may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purposes of hosting the EA Products on contractor servers for the benefit of Customer.

ARTICLE 4—MAINTENANCE

4.1 EA Maintenance. EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>) as modified by this Section 4.1.

a. Tier 1 Support Provided by Authority

- (1) The Tier 1 Help Desk will provide Tier 1 Support to all Customers.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Products they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Case(s). Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Customer. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Case(s).
- (5) If the Tier 1 Help Desk cannot resolve a Case, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Customer.
- (6) Authority may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified through the My Esri portal and will be the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve Case(s) submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Customer.
- (5) When a Case is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Customer.
- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

4.2 Maintenance for Unit-Priced Items. Annual maintenance fees for Unit-Priced Items are not included in the EA Fee, and if ordered, additional fees will apply.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

- a. Esri does not require Authority to issue purchase orders and will invoice Authority for the initial payment upon the Effective Date of the EA. Subsequently, Esri may submit invoices up to thirty (30) days before (i) the payment date shown in Appendix B or, (ii) if no payment dates are shown, the anniversary dates of the EA. Authority may submit purchase orders in accordance with its own process requirements. If Authority issues purchase orders, then Authority will submit its initial purchase order upon execution of this EA and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of invoice.
- b. Any purchase orders that Authority issues will reference, incorporate, and be subject to the terms and conditions of this EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Authority will process all orders and deliveries pertaining to this EA through Authority's centralized point of contact.
- c. Authority will include the following information in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix C.
 - (2) Purchase order number.
 - (3) Applicable annual payment due and name of Customer. For Unit-Priced Items, the name of the product and quantity.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 00345697.0."
- d. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables Authority to download, operate, or allow access to the EA Products listed in Appendix A.
- e. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by Authority, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix C—EA Points of Contact, FOB destination with shipping charges prepaid. Authority may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Esri may invoice for and Authority agrees to pay any such sales or use tax associated with receipt of tangible media.
- f. Esri reserves the right to suspend Customer's access to and use of EA Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the overdue balance.
- g. Certain Esri Offerings are consumption-based and allow Customer to sign up for payment in arrears; such consumption-based Esri Offerings will be billed separately and are not included in the EA Fees.

5.2 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this EA, Authority shall provide Esri a written report, in the form provided by Esri, detailing all Deployments made,

including preexisting and Rolled-In Software (each a "Deployment Report"). The report will be subject to audit by an authorized representative of Esri.

5.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to Authority annually during the term of this EA in the quantities set forth in Appendix B. Authority is responsible for distributing the registrations to Customers. Third parties may not represent or attend on behalf of Customer at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix C, each party shall identify points of contact for administrative and technical issues.

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Director of Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: Authority
as listed in Appendix C

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The Term of the EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein ("Term").

7.2 Termination for a Material Breach; Convenience. Esri may terminate this EA for a material breach by Customer. Customer will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate and the full amount of unpaid EA Fees will be due and payable by Customer within thirty (30) days from the date of termination. Customers shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. Authority shall deliver evidence of such destruction to Esri (e.g., certification letter). Customer may continue to use Rolled-In Software, provided Customer complies with the terms and conditions of the Master Agreement. Further, Esri agrees that Customer is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer orders maintenance at time of EA termination. Other items that may be included in this EA—such as Advantage Program, access codes, and Esri User Conference registrations—will also terminate if this EA is terminated. This EA may not be terminated for convenience.

7.3 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the Master Agreement will survive, and Customer may continue to use the Deployed EA Products included in the final Deployment Report and Rolled-In Software in accordance with the terms and conditions set forth in the Master Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer decides to reinstate maintenance, Customer must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). Customer may only purchase standard maintenance or reinstate maintenance on licenses that were included in the final Deployment Report. Authority shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. Esri acknowledges that Customer is subject to the Florida Public Records Law, as set forth in Florida Statutes Chapter 119, and the Government in the Sunshine Act, as set forth in Florida Statutes Chapter 286, and, in certain instances, the federal Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Subject to the prior sentence, certain terms and conditions of this EA are confidential and proprietary information of Esri. Except as provided herein, Authority shall not publish or disclose the EA (or contents) to any third party without Esri's prior written consent unless required to do so by law or court order. Disclosure may be made only to those Authority employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer and have an obligation of confidentiality. No other portions of the EA may be disclosed to a contractor or consultant unless required by law or court order. To the extent that any such disclosures may be required by law (such as an open/public records request) or court order, Authority shall inform Esri of the requested disclosure, with a description of the requested disclosure, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

8.2 Disclosure of Fees for Unit-Priced Item(s). If Unit-Priced Items are included in this EA, Esri gives permission to Authority to maintain Unit-Priced Item prices, fees, and discounts on Authority's intranet.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The EA does not constitute a partnership, joint venture, or agency between Esri and Authority. Neither Esri nor Authority will hold itself out as such, nor shall Esri or Authority be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this EA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war; threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

This EA will not be construed or interpreted as an exclusive dealings agreement, and Customer reserves the right to purchase from third parties any of their requirements for GIS software or related services.

The parties agree that either party may publicize the existence of this EA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Customer shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Customer shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Products or any component thereof included in the OEM software program or product, will be licensed through the Master Agreement provided by the OEM partner and not through this EA.

12.2 EA Products—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from uncapped Deployment. New Products may contain or be developed with (i) newly acquired technology

obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to Authority on a limited-quantity basis or as unit-priced items.

12.3 Obsolescence. During the Term of this EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Customer may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status and Esri's Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle> by selecting the product type and clicking the Product Life Cycle link for specific product plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) Master Agreement. For the avoidance of doubt, Article 7—Term, Termination, and Expiration of this EA supersedes any termination language in the Master Agreement with respect to all Products and Services provided under this EA. If Customer subscribes to the Advantage Program, the Advantage Program terms and conditions take precedence over the provisions of this EA with respect to products or services provided under Advantage Program. Except as otherwise expressly provided herein, any amendment or addendum to this EA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain EA Clauses. The provisions of Articles 7.3 and 8 of this EA will survive the expiration or termination of this EA.

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

Authority may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

EA Products— Esri Flex (formerly Uncapped) *

Product - Perpetual	Total
ArcGIS Enterprise: ArcGIS Enterprise (Advanced and Standard)	Esri Flex
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, and ArcGIS Spatial Analyst	Esri Flex
ArcGIS GIS Server: Advanced, Standard, Basic	Esri Flex
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Esri Flex
ArcGIS Monitor	Esri Flex
ArcGIS Runtime Advanced	Esri Flex
ArcGIS Runtime Analysis Extension	Esri Flex

Product - Subscription	Total
ArcGIS Online Viewer User Type Annual Subscription	Esri Flex
ArcGIS Online Contributor User Type Annual Subscription	Esri Flex
ArcGIS Online Mobile User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Contributor User Type Annual Subscription	Esri Flex
ArcGIS Enterprise Mobile User Type Annual Subscription	Esri Flex

* Esri Flex (formerly Uncapped) provides the right to Deploy quantities as needed throughout the term of the Agreement.

**Table A-2
EA Products—Capped Quantities**

Perpetual Products	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Mission Server Up to Four Cores Perpetual License	1	0	1
ArcGIS Mission Server Up to Four Cores Perpetual License Staging	1	0	1

Annual Subscription Products	Term 1
ArcGIS Location Sharing User Type Extension for ArcGIS Online Annual Subscription	163
ArcGIS Workflow Manager Advanced Organizational Capability Extension for ArcGIS Online Annual Subscription	1
ArcGIS Drone2Map Advanced for ArcGIS Online Annual Subscription	2
ArcGIS Data Interoperability for ArcGIS Online Creator, Professional, or Professional Plus, User Type Annual Subscription	2
ArcGIS Aviation Airports for ArcGIS Online Professional or Professional Plus User Type Annual Subscription	2
ArcGIS Business Analyst Web App Advanced Online Annual Subscription	2
ArcGIS Online - Premium Feature Data Store M2	1
ArcGIS Indoors Maps for ArcGIS Online Annual Subscription	1
ArcGIS Indoors Spaces for ArcGIS Online Annual Subscription	1
ArcGIS Indoors Positioning System (IPS) for ArcGIS Online Annual Subscription	1
ArcGIS Velocity Advanced US Region Annual Subscription	1

**Continued - Table A-2
EA Products—Capped Quantities**

User Type Products	Term 1
ArcGIS Enterprise	<i>(number of Users per Term)</i>
ArcGIS Enterprise Creator User Type Annual Subscription	10
ArcGIS Online (1 Organizational Subscription)	<i>(number of Users per Term)</i>
ArcGIS Online Creator User Type Annual Subscription <i>(500 credits per user)</i>	80
ArcGIS Online Professional Plus (formerly Advanced) User Type Annual Subscription <i>(500 credits per user)</i>	3
ArcGIS Online Service Credits (based on user types listed under Esri Flex)	81,250

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is \$450,000.00. The EA Fee is in consideration of the EA Products, EA Maintenance, Esri User Conference registrations, and Advantage Program.

	Year 1
Annual EA Fee	\$450,000

Number of Esri User Conference Registrations	5
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	4
Number of Sets of Backup Media, if Requested	2
Advantage Program (AP)* - One annual subscription	<ul style="list-style-type: none"> • 100 Advisor Hours per year • 50 Learning and Services Credits per year
Esri Premium Support Services - One annual subscription	<ul style="list-style-type: none"> • Two (2) Authorized Callers and Ten Premium support cases
Term of EA	One Year from Effective Date

* Advantage Program is provided subject to the terms and conditions of the Master Agreement. Unused Learning and Services credits will expire 24 months from their purchase date, or one month after the expiration of the program, whichever is first. Learning and Services credits are a flexible way for your organization to receive focused technical enablement support. These credits are not intended for use on project-specific professional services. Any project-related activities requiring Esri Project Services support will be scoped, budgeted, and scheduled outside of the Advantage Program. You can find more information about the Advantage Program at www.esri.com/services/eeap.

Any activities proposed to be completed under the Advantage Program would be subject to review and approval by Esri to ensure alignment with the intent of the Advantage Program. At time of renewal, Esri reserves the right to update Advantage Program (AP) terms to reflect the latest program offering.

